



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JANUARY 12, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES
WEST COUNTY AREA
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for landscape maintenance services for the following designated sites: Calabasas Creek, Aliso Creek, East Canyon Channel, Chesseboro Creek, Los Angeles River, and Santa Clarita Yard.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance Services - West County Area in the annual sum of \$51,774, plus \$5,000 to cover estimated debris disposal fees, to Wurzel Landscape, located in Studio City, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing upon your Board's approval, with four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum contract sum of \$283,870.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, Wurzel Landscape has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscaping and grounds maintenance services to maintain selected sites in the following areas: Calabasas Creek, Aliso Creek, East Canyon Channel, Chesseboro Creek, Los Angeles River, and Santa Clarita Yard. The work to be performed will consist of cutting seeded grass and wildflowers; trimming and care of trees, shrubbery, and vines; weed and liter removal; operation and management of irrigation systems; and rodent control. The Department of Public Works (Public Works) has contracted for these services since 2002.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount not to exceed \$51,774 plus \$5,000 to cover estimated debris disposal fees and an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual utilization of the services and the unit prices quoted by the contractor.

The Board of Supervisors' (Board) direction to negotiate contract cost reductions in exchange for a contract extension does not apply to this contract because this was an active solicitation underway prior to June 16, 2009. However, Public Works successfully negotiated with the contractor to reduce their rate by 5 percent from an estimated annual cost of \$54,498 to \$51,774 without adding extension years.

Funding for these services is included in the Fiscal Year 2009-10 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funding for the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been signed by Wurzel Landscape and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County of Los Angeles' (County's) Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Wurzel Landscape. This contract will commence upon your Board's approval for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum contract sum of \$283,870.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming

the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on August 13, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees.

This Proposition A contract does not allow cost-of-living adjustments for the four option years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

CONTRACTING PROCESS

On August 13, 2009, Public Works solicited proposals from 407 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On September 14, 2009, five proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Two proposers withdrew their proposal. Another proposal was disqualified for submitting an erroneous schedule of prices. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated control over labor/payroll record keeping utilizing the informed averaging methodology. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, Wurzel Landscape.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

1/12/2010

Page 6

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

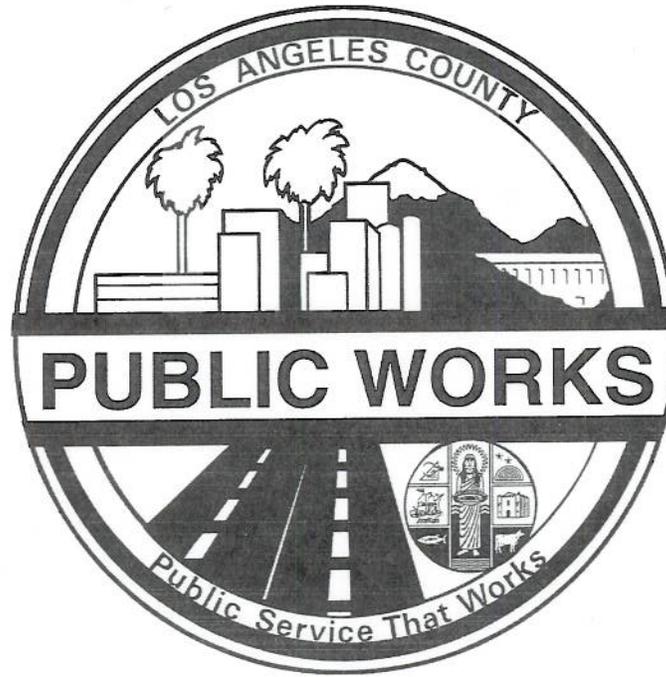
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

WURZEL LANDSCAPE

FOR

LANDSCAPE MAINTENANCE SERVICES - WEST AREA
(2009-PA026)

77218

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICE-WEST AREA (2009-PA026)

	PAGE
AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-19
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation	B.4
C. Authorization Warranty	B.5
D. Budget Reduction	B.5
E. Complaints	B.5
F. Compliance with Applicable Laws	B.6
G. Compliance with Civil Rights Laws	B.6
H. Confidentiality.....	B.7
I. Conflict of Interest	B.7
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List	B.7
K. Consideration of Hiring GAIN and GROW Participants.....	B.8
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.8
M. Contractor's Charitable Activities Compliance	B.8
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
O. County's Quality Assurance Plan	B.9
P. Damage to County Facilities, Buildings, or Grounds	B.9
Q. Employment Eligibility Verification	B.10
R. Facsimile Representations...	B.10
S. Fair Labor Standards	B.10
T. Force Majeure.....	B.11
U. Governing Laws, Jurisdiction, and Venue.....	B.11
V. Most Favored Public Entity.....	B.11
W. Nondiscrimination and Affirmative Action.....	B.12
X. Nonexclusivity.....	B.13
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.13
Z. Notice of Delays.....	B.13
AA. Notice of Disputes.....	B.13

	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.14
	CC.	Notices.....	B.14
	DD.	Publicity.....	B.14
	EE.	Public Records Act.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.15
	GG.	Recycled-Content Paper Products.....	B.16
	HH.	Subcontracting.....	B.16
	II.	Validity.....	B.17
	JJ.	Waiver.....	B.18
	KK.	Warranty Against Contingent Fees.....	B.18
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.19
	B.	Termination/Suspension for Convenience	B.19
	C.	Termination/Suspension for Default	B.20
	D.	Termination for Improper Consideration	B.21
	E.	Termination/Suspension for Insolvency	B.21
	F.	Termination for Nonadherence of County Lobbyists Ordinance	B.22
	G.	Termination/Suspension for Nonappropriation of Funds	B.22
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.23
	B.	Cooperation	B.23
	C.	Cooperation and Collateral Work	B.23
	D.	Equipment, Labor, Supervision, and Materials	B.23
	E.	Gratuitous Work	B.23
	F.	Jobsite Safety	B.23
	G.	Labor	B.24
	H.	Labor Law Compliance	B.24
	I.	Overtime	B.24
	J.	Permits/Licenses	B.24
	K.	Prohibition Against Use of Child Labor	B.24
	L.	Public Convenience	B.25
	M.	Public Safety	B.25
	N.	Quality of Work	B.25
	O.	Quantities of Work	B.25
	P.	Safety Requirements	B.25
	Q.	Storage of Materials and Equipment	B.25
	R.	Transportation	B.26
	S.	Work Area Controls	B.26
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.27
	B.	Indemnification	B.27
	C.	Workplace Safety Indemnification	B.28
	D.	General Insurance Requirements	B.28
	E.	Compensation for County Costs	B.32
	F.	Insurance Coverage Requirements	B.32

Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor	B.35
	B. Chapter 2.202 of the County Code.....	B.35
	C. Nonresponsible Contractor	B.35
	D. Contractor Hearing Board	B.35
	E. Subcontractors of Contractor	B.36
Section 7	Compliance with County's Jury Service Program	
	A. Jury Service Program	B.37
	B. Written Employee Jury Service Policy	B.37
Section 8	Safely Surrendered Baby Law Program	
	A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.39
	B. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.39
Section 9	Compliance with County's Living Wage Program.....	B.40
	A. Living Wage Program.....	B.40
	B. Payment of Living Wage Rates.....	B.40
	C. Contractor's Submittal of Certified Monitoring Reports.....	B.41
	D. Contractor's Ongoing Obligation to Report Labor Law/Payroll.....	B.42
	E. County Auditing of Contractor Records.....	B.42
	F. Notifications to Employees.....	B.42
	G. Enforcement and Remedies.....	B.43
	H. Use of Full-Time Employees.....	B.45
	I. Contractor Retaliation Prohibited.....	B.45
	J. Contractor Standards.....	B.45
	K. Neutrality in Labor Relations.....	B.45
Section 10	Transitional Job Opportunities Preference Program.....	B.47
Section 11	Local Small Business Enterprise (SBE) Preference Program.....	B.48

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E West Area Maps**
- EXHIBIT F Hydroseed Specification**
- EXHIBIT G Landscape Maintenance Services Reports**

AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES-WEST AREA (2009-PA026)

THIS AGREEMENT, made and entered into this 12th day of January, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Wurzel Landscape, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 14, 2009, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services - West Area (2009-PA026).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, West Area Maps; Exhibit F, Hydroseed Specifications; Exhibit G; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$51,774 per year, plus \$5,000 to cover estimated debris disposal fees, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year, commencing upon Board's approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit and hourly prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR

be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//

//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By Gloria Trubina
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By Carole Suzuki
Deputy

WURZEL LANDSCAPE

By [Signature]
Its President

MARC WURZEL
Type or Print Name

By [Signature]
Its Secretary

Doris Wurzel
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JAN 12 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77218

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov 24, 09 before me, Stella Kalachi, Notary
(Here insert name and title of the officer)

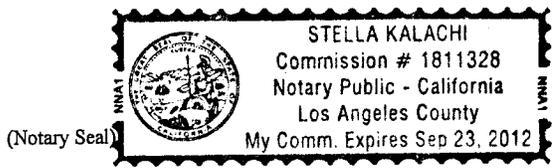
personally appeared Marc Wurzel & Doris Wurzel

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stella Kalachi
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK
 LANDSCAPE MAINTENANCE SERVICES
 WEST AREA (2009-PA026)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Scott Pham of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: spham@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager. The Contract Manager may be assisted by an assigned Public Works Representative (PWR) in the field.

B. Work Location for West Area

1. Calabasas Creek – at Hatteras Street/Fallbrook Avenue (Southwest corner), Canoga Park
 - a. Total Area: 16,120 square feet
 - b. Planting Area: 8,190 square feet
2. Aliso Creek - on Wilbur Avenue, north of Lanark Street, Reseda
 - a. Total Area: 5,490 square feet
 - b. Planting Area: 3,230 square feet
3. Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue
 - a. Total Area: Southside of San Fernando Mission Road
9,460 square feet

Northside of San Fernando Mission Road
11,860 square feet
 - b. Planting Area: Southside of San Fernando Mission Road
3,170 square feet

Northside of San Fernando Mission Road
7,540 square feet

4. East Canyon Channel – on Rinaldi Street, west of Golden State Freeway (Interstate 5)
 - a. Total Area: 23,540 square feet
 - b. Planting Area: 11,850 square feet
5. Cheseboro Creek – on Agoura Road, south of Ventura Freeway
 - a. Total Area: 3,400 square feet
 - b. Planting Area: 2,140 square feet
6. Bell Creek at Owensmouth Avenue
 - a. Total Area: 6,300 square feet
 - b. Planting Area: 2,450 square feet
7. Los Angeles River Ernie's Walk – between Valleyheart and the River, east of Huston Street
 - a. Total Area: 52,250 square feet
 - b. Planting Area: 26,340 square feet
8. Los Angeles River Laurel Canyon Greenway – Southside of the River, between Laurel Canyon Boulevard and Radford Avenue
 - a. Total Area: 76,280 square feet
 - b. Planting Area: 36,810 square feet
9. Los Angeles River – from Coldwater Canyon Avenue East
 - a. Total Area: 30,080 square feet
 - b. Planting Area: 4,800 square feet
10. Los Angeles River at Coldwater Canyon and Valleyheart Drive
 - a. Total Area: 1,700 square feet
 - b. Planting Area: 730 square feet

11. Santa Clarita Yard
 - a. Total Area: 74,550 square feet
 - b. Planting Area: 20,334 square feet
12. Pacoima Wash-Unit 5 at Covello St. and Pacoima Wash.
 - a. Total Area: 570 square feet
 - c. Planting Area: 432 square feet

Additional work locations may be added and tasks may be expanded during the contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work location(s). Upon Contract Manager's acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work location(s) may be added to this Contract through a contract amendment.

C. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The cost for the following nine items are to be included in the lump sum price in Schedule of Prices, Forms PW-2, under Item No. 1, "Tree Trimming and Care, Shrubbery/Vines Trimming and Care, Groundcover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc."

1. Tree Trimming and Care

- a. The Contractor shall perform as-needed tree trimming to accomplish the following:
 - 1) Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - 2) Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 7 feet for pedestrian areas and 14 feet for vehicular roadways.
 - 3) At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning in the first contract year. All other trees shall be pruned every three years, beginning in the first contract year.

- 4) All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
 - 5) All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - 6) All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - 7) The Contractor shall remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and backfill the hole to grade with soil.
- b. The Contractor shall adhere to the following tree staking and tying requirements:
- 1) Replace missing or damaged stakes where the tree diameter is less than 3 inches.
 - 2) Install stakes in those cases where the tree has been damaged and requires staking for support.
 - 3) Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by the Contract Manager for trees with a diameter less than 3 inches.

2. Shrubbery/Vines Trimming and Care

- a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.
- b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3-1/2 feet in height.

- c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
- d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops
- e. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

3. Ground Cover Trimming and Care

Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right-of-way fencing, shrubs or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.

4. Ornamental Grass Trimming and Care

Contractor shall trim vines and ornamental grass in an artisan-like manner, without scalping, and in a way to keep them from growing onto the access road/bike trail. Vines and ornamental grass shall be trimmed once a year during the month of September, except that the vines and ornamental grass along the bicycle trail are to be trimmed twice a year during the months of March and September. Vines located on the channel side of the wall shall be pruned so they hang no more than 2 feet below the top of the wall, once a year during the month of September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the Contract Manager.

5. Weed Control

- a. Shrubbery, Ground Cover, Rock, Gravel, and Ornamental Grass Area

Contractor shall keep all landscape areas, including shrubbery, ground cover, rock areas, gravel areas, and ornamental areas weed free at all times. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control. Weeds may be removed by hand or by

cultivation where appropriate. The Contractor may use pre-emergent weed control as approved by the Contract Manager. Contractor shall weed at least once a week.

b. Stone and Decomposed Granite Areas

- 1) Contractor shall keep all landscape stone areas, gravel areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.
- 2) Contractor shall repair and recompact decomposed granite area where heavy wear or erosion occurs. Recompacting shall be done with new decomposed granite material (match with existing color) with stabilizing binding agent and follow manufacturer's installation recommendations.

Stabilizing binding agent shall be thoroughly blended into the decomposed granite by mechanical means at the rate of 12 pounds per one ton for pedestrian use, 14 pounds per one ton for vehicular use areas. Mixing shall be done at the supplier's site prior to delivery.

c. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

6. Litter Control

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to, all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. The Contractor shall remove only nonhazardous materials and immediately notify the Contract Manager of known hazardous materials. The Contractor shall NOT attempt to perform any type of hazardous waste removal not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc.

- a. Contractor shall remove litter and other accumulated debris (including animal feces) within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, decomposed granite areas, adjoining access roads and driveways, and drains.
- b. Litter control shall take place on a weekly basis in all locations.
- c. At locations where trash cans/receptacles exist, they shall be emptied and cleaned at least once a week. The cost of trash can liners and supply shall be considered as part of the sites' monthly maintenance cost.

7. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrically powered or solar powered irrigation controllers and remote control valves. There is one automatic irrigation controller on each side (north and south) of Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and overhead spray systems.

a. Irrigation

- 1) Contractor shall operate the irrigation system in a way as to not cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant materials have been used throughout these various locations and require a minimal amount of water. Over-watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering techniques. Seasonal controller rescheduling of circuits (systems) should occur at least twice during the year, usually during spring and fall and should be considered as part of the routine maintenance.

- 3) If necessary, Contractor shall use a moisture-sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has high enough moisture content that watering is not required.
- 5) If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager for the manual operation to count toward the 30-day required period of manual operation. A system shall be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then the Contract Manager may opt to pay the Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

b. Irrigation System - Inspection and Maintenance

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted in Exhibit A, Scope of Work, Item C.7.b.2. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- 2) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any

damage or incorrect operation to the Contract Manager, and include that information on the monthly maintenance report. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price on Form PW-2, Schedule of Prices - West Area, Item 1, "Tree Trimming and Care, Shrubbery/Vines Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, Monthly Reports, etc."

c. Contractor shall perform the following tasks:

- 1) Repair or replace damaged bubbler heads and risers, as necessary.
- 2) Clean or replace clogged bubbler heads and risers, as necessary.
- 3) Clean or replace clogged or damaged drip line emitters.
- 4) Repair/replace immediately all broken drip lines or emitters, which are causing a loss of water creating ponding or erosion.
- 5) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.
- 6) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report.

- 7) The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
 - 8) Recover and re-fasten removed valve box covers. Contractor shall report any missing valve box covers to the Contract Manager by the end of the day and also include that information on the required monthly maintenance report.
- d. The material and labor costs for repairing and replacing all equipment down stream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller, which will be reimbursed to the Contractor by Public Works.

8. Rodent Control

All areas shall be maintained free of rodents, including, but not limited to, gophers, ground squirrels, and rats since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. The rodenticide product to be used shall be recommended by a California Pest Control Advisor and pre-approved by the Contract Manager.

All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

9. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of this Contract. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees or plant materials replaced; any irrigation systems that have to be operated manually; any problems with the irrigation system, such as malfunctions, needed

maintenance, or repairs/replacements. The Contract Manager will provide the report form. Contractor shall submit the maintenance report to the Contract Manager at the end of each month or upon request, within three working days.

10. As- Needed Items (Only to be performed with Public Works' approval)

- a. Manual operation of irrigation system past the required 30- day period.

If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually shall be pre-approved by the Contract Manager as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included in Form PW-2, Schedule of Prices, Item 2.a, "Manual operation of irrigation system past the required 30-day period."

- b. Irrigation System Repairs

The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be paid at the hourly rate indicated in Schedule of Prices, Form PW-2, West Area, Item 2.b. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. For emergency call out, the Contractor will be paid at a 4-hour minimum for emergency repairs. Emergency call out is defined work requested during outside of normal working hours. For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs upon receipt of an invoice to the Contract Manager.

- c. Flat rate for emergency call back to shut off water, turn off irrigation system.

Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under PW-2,

Schedule of Prices - West Area, Item 2.c, "Flat rate for emergency call back to shut off water, turn off irrigation system."

d. Replant Trees, Shrubs, Ground Cover, Plants, etc.

1. Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials. The Contractor's labor for plant replacement work shall be the hourly rate for (Form PW-2, Schedule of Prices, Item 2.d, "Replant Trees, Shrubs, Groundcover, etc.") Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Upon approval of Contract MangerPublic Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.
2. Upon request by the Contract Manager, Contractor shallreplace dead or damaged plant materials twice a year, first at the beginning of the rainy season (September) and the second at the beginning of the spring season (March). The cost of replacing dead and damaged plant materials shall be per the Schedule of Prices, Forms PW-2 item 2.d.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

Minimally, the Contractor shall provide telephone answering service and FAX, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

E. Utilities

The County will provide electric and water services to operate the irrigation system.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property by the Contractor and properly disposed. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only.** Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the Contract Manager. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works' jobsites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

3. All pesticide, herbicide, etc., application shall be under the direct supervision of a commercial applicator certified by the State of California.
4. Contractor shall close the bicycle trail portion of the channel access road when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be adjacent to a bicycle entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works standards, as follows:
 - a. The trail closure signs shall state the date of closure and date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
 - c. The signs shall use 3-inch lettering.
 - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
 - e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
 - f. All questions regarding the bicycle trail closure shall be directed to Public Works Bicycle Trail Coordinator, Mr. Abu Yusuf, at (626) 458-3940.

I. Maps

Exhibit E is the maps for the West Area.

J. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be required to divert all landscape waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, co-composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

K. Additional Responsibilities of the Contractor

1. Maintain a valid and active California issued landscaping License, Contractor Classification C-27, and state of California issued arborist certification.
2. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
3. Provide landscape personnel with the skills and experience necessary to perform the various landscape activities in a professional manner. Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems.
4. Contractor shall use a certified arborist and/or a certified horticulturist, approved by Public Works, for providing directions during maintenance (e.g. for tree trimming, shrubbery pruning, and slope cutting and on fertilizing, disease and pest recommendations).
5. Contractor shall use a California Certified Applicator under the direction of a licensed Pest Control Advisor, when using chemicals or rodenticide for rodent control.
6. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
7. Repair any damage to Public Works facilities resulting from the Contractor's work, including, but not limited to, irrigation systems, fences, gates, and access road pavement.
8. Assume responsibility for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.
9. Remove all trimmings, debris, and trash and properly dispose of them off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.

10. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in bid Item No. 1, "Tree and Shrubbery Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc.," in the Schedule of Prices, Forms PW-2.
11. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the Contract Manager at the end of each week and also reported on the monthly maintenance report.
12. Ensure that its on-site supervisor has at least 2 year's experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the Contract Manager. Contractor shall submit the proposed on-site replacement supervisor resume to the Contract Manager for pre-approval.

L. Responsibilities of Public Works

Public Works shall be responsible for the following:

1. Provide jobsite inspection. The Contract Manager may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, Section C, Work Description, and Section K, Additional Responsibilities of Contractor, are not done properly, the Contract Manager will not approve the work for payment and will order the work be redone.
3. Provide Maps and Irrigation and Landscape Drawings:
 - a. Exhibit F consists of drawings showing the locations where landscape maintenance services are to be performed.
 - b. Detailed landscaping and irrigation drawings are available showing design of the irrigation systems and the landscaping. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.

4. Public Works will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

M. Water Pollution Control

National Pollutant Discharge Elimination System

1. To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
(510) 444-6771

County of Los Angeles
Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

Contractor shall have a minimum of one readily accessible copy of this publication on the Contract site at all times.

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a

working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

P:\aspub\CONTRACT\Edwin\Landscape West Area\2009\RFP\COPY of 7 EXHIBIT A.DOC

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make

any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

- a. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- c. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- a. A description of the work to be performed by the Subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
 3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
 4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
 8. Employee Leasing is prohibited.

II. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

JJ. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision

of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

KK. Warranty Against Contingent Fees

- a. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- b. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
or
- d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Ms. Barbara Baiz, Contract Manager

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County,

or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

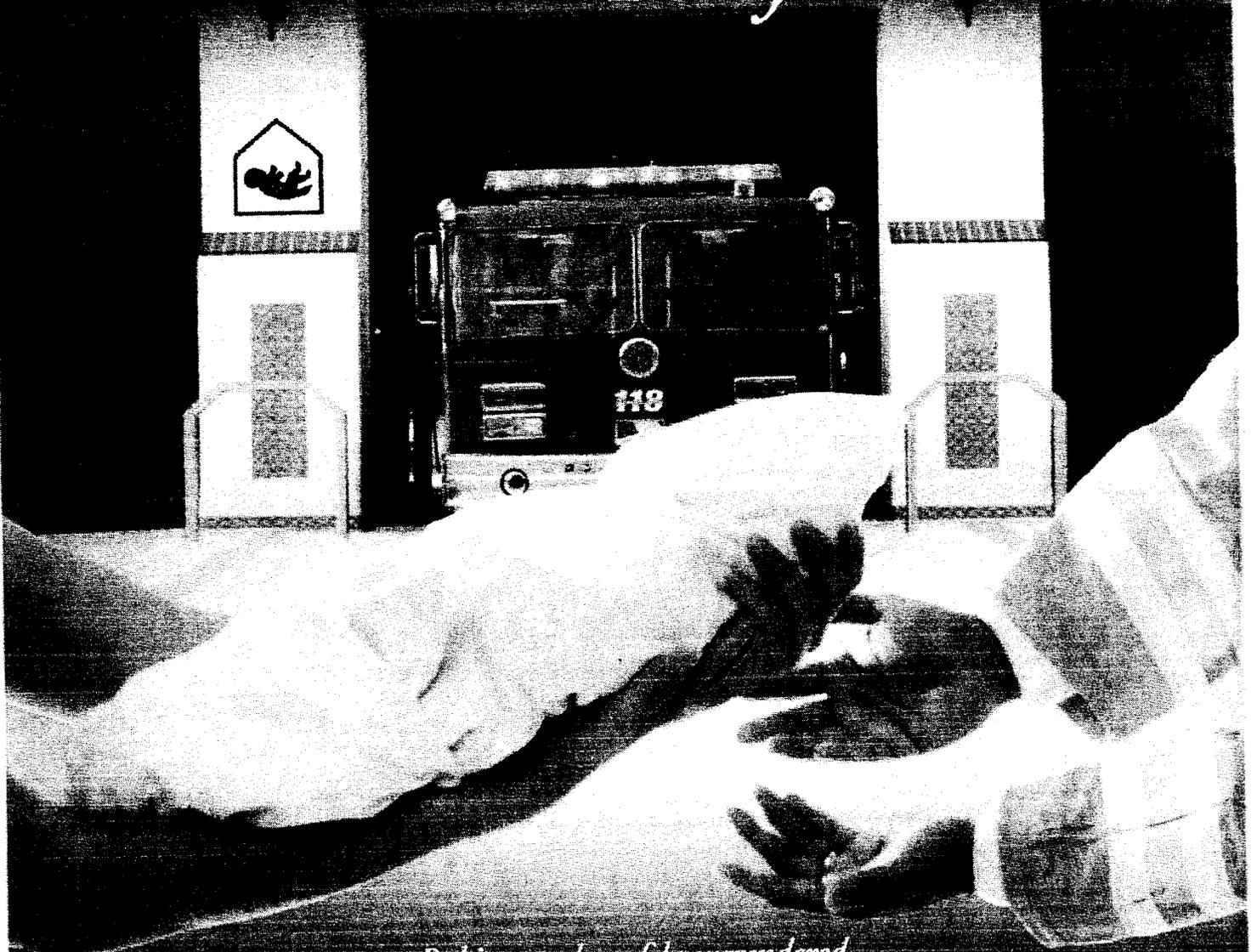
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.ca.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

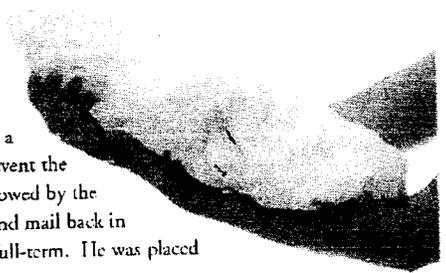
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

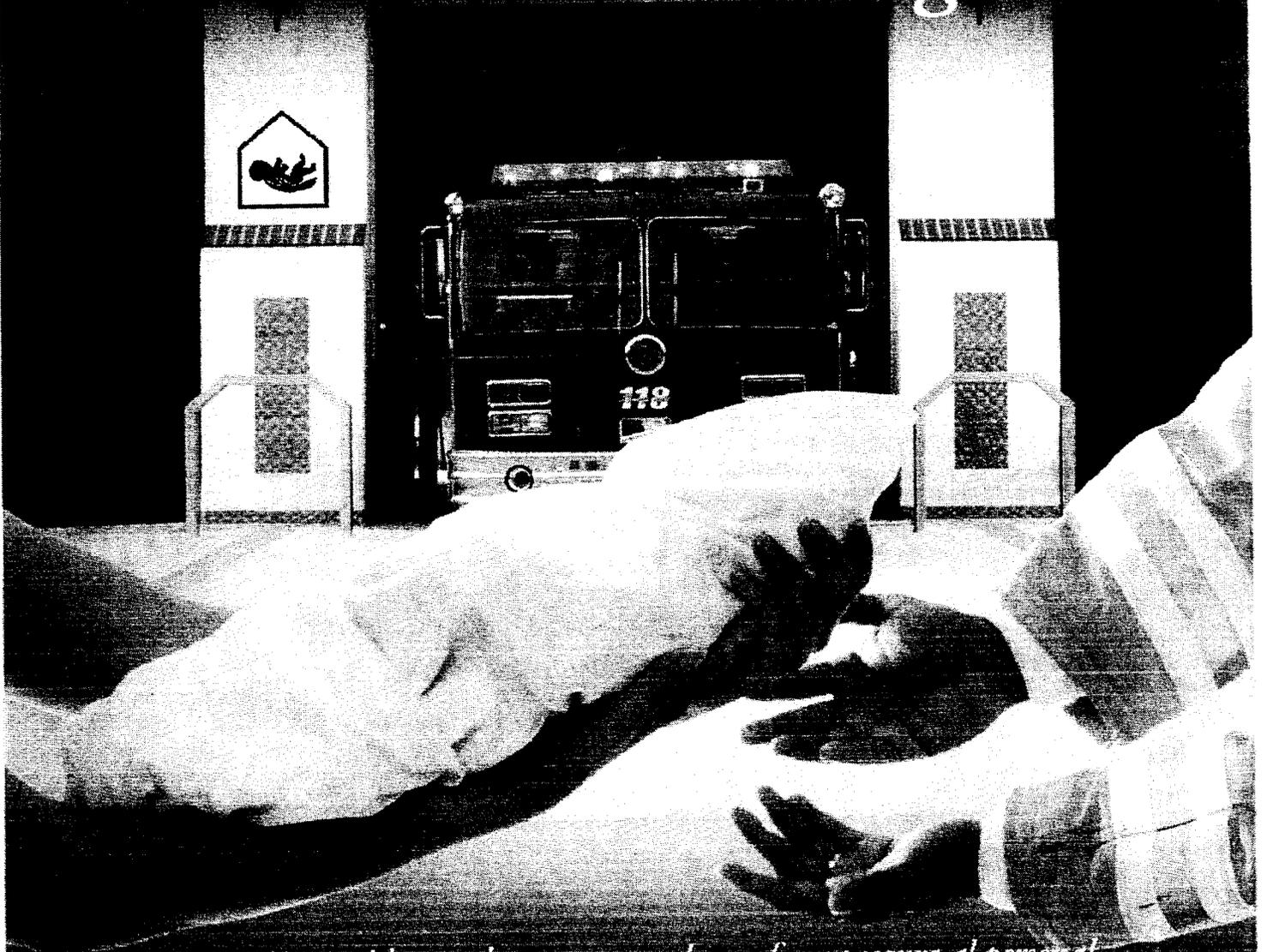
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-3123

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

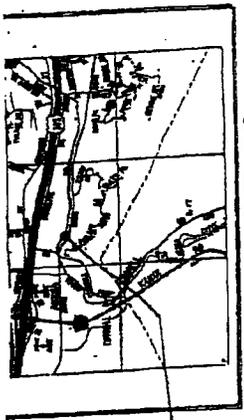
¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

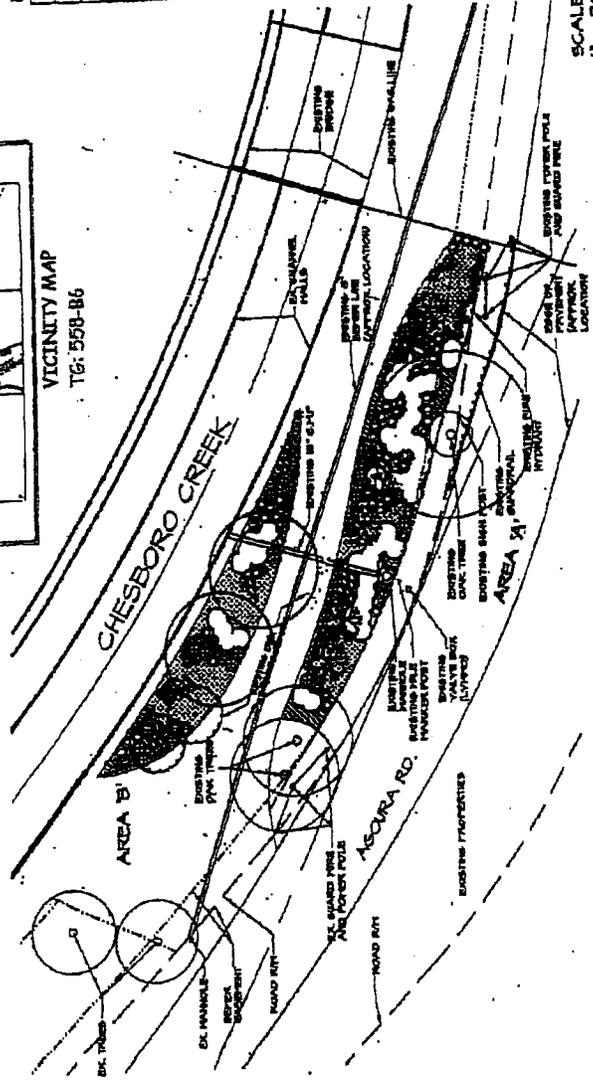
A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





PLANTING LEGEND

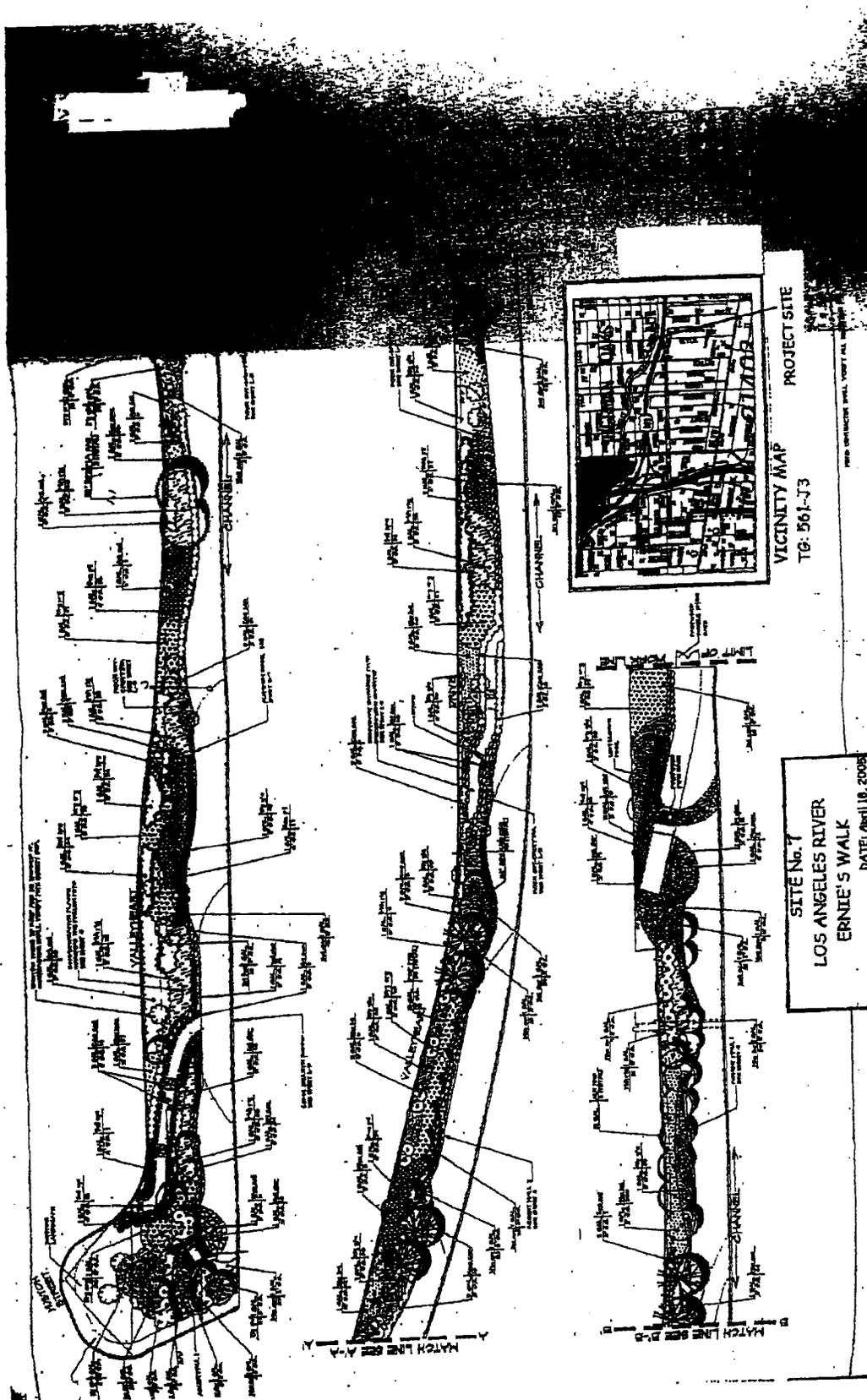
TREE SYMBOL	ABBREVI.	SCIENTIFIC NAME	QUANTITY	PLANTING REMARKS
(Symbol)	AGOURA	AGOURA	AREA 'A' (8)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'B' (10)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'C' (12)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'D' (14)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'E' (16)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'F' (18)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'G' (20)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'H' (22)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'I' (24)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'J' (26)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'K' (28)	18 GAL
(Symbol)	AGOURA	AGOURA	AREA 'L' (30)	18 GAL

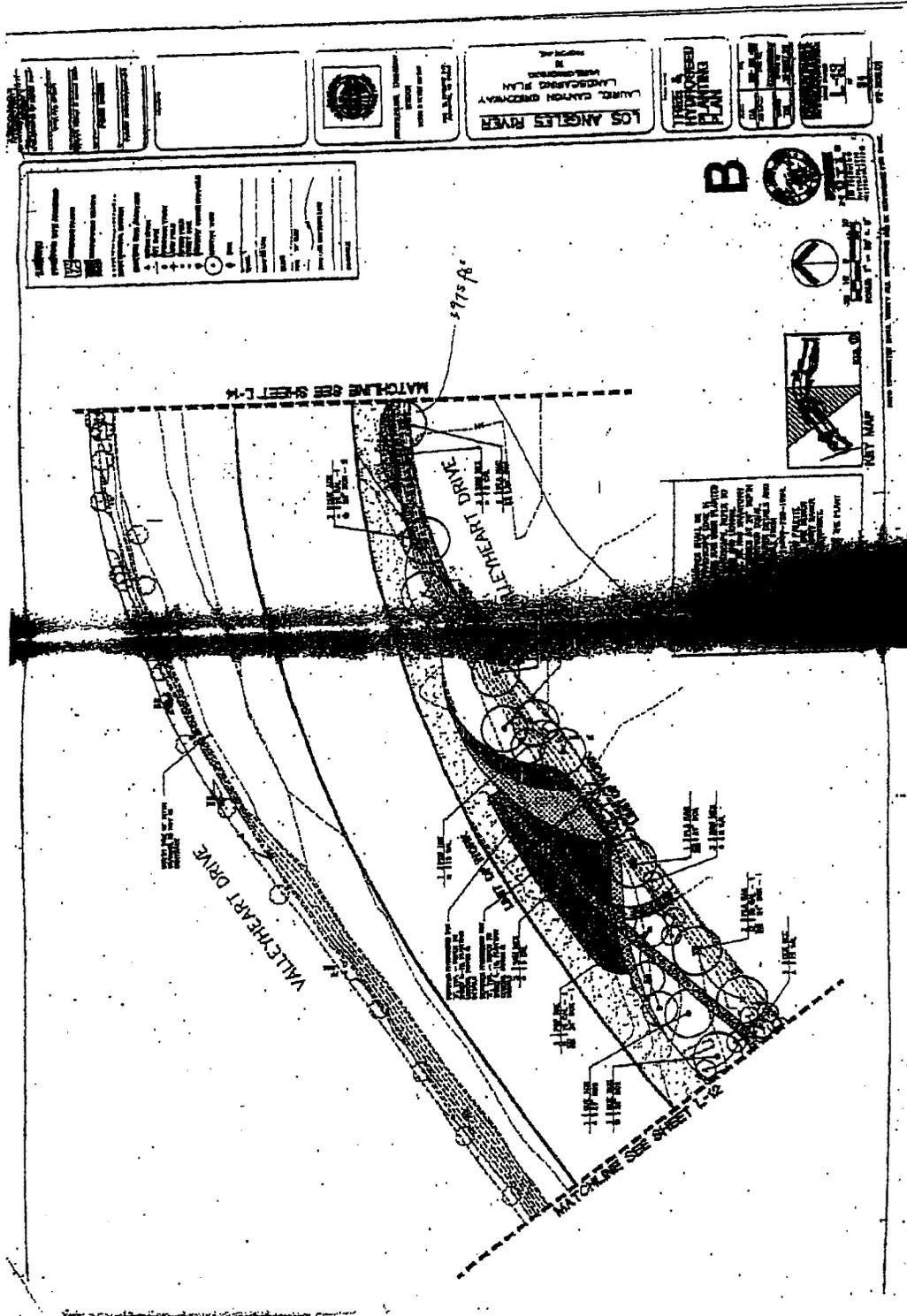


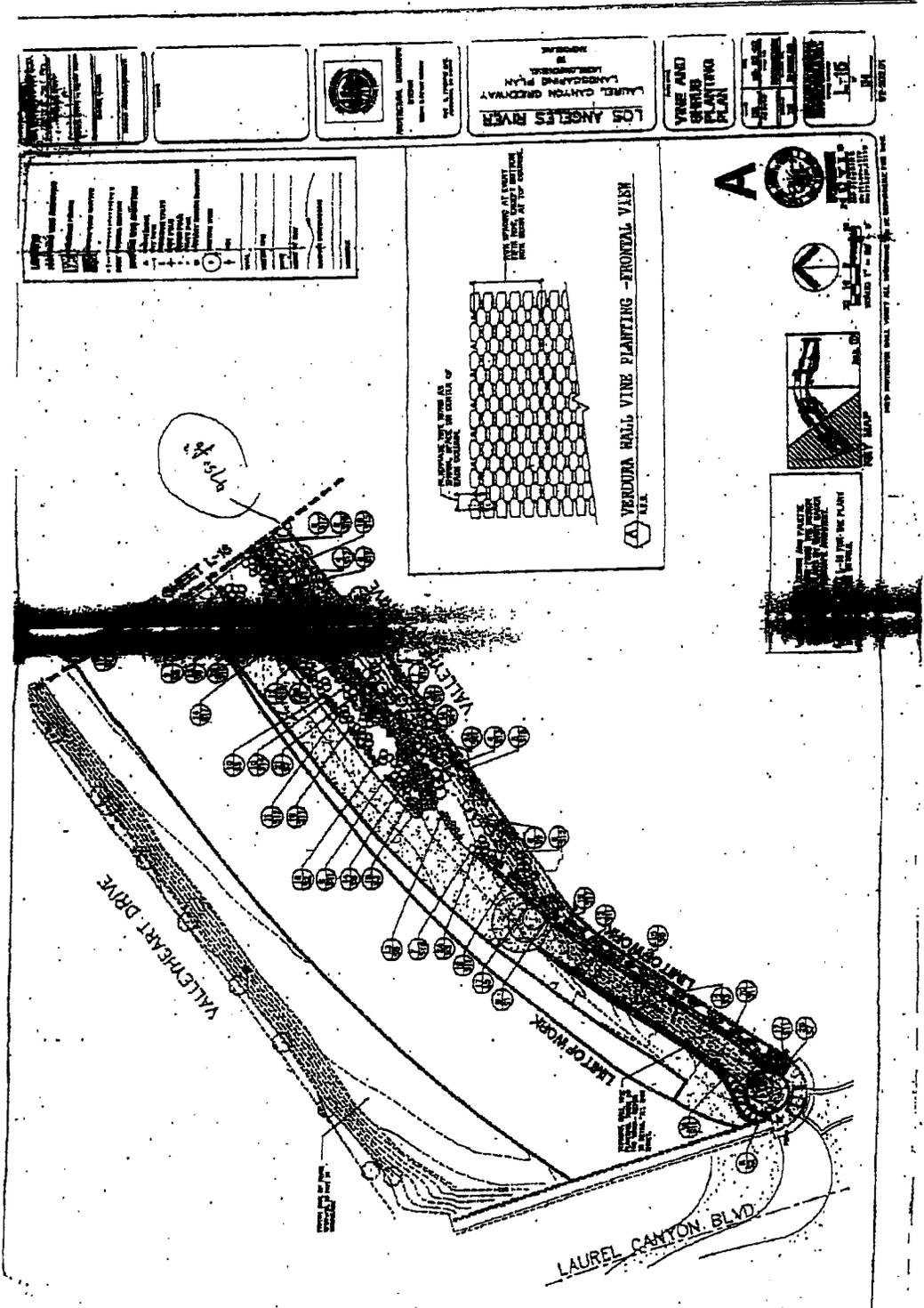
NOTE:
 THIS PLAN HAS BEEN PREPARED BASED ON OLD PLANS FROM LIVING DATA AND FIELD MEASUREMENT. EXACT LOCATIONS OF UTILITIES AND EXISTING SITE FEATURES ARE APPROXIMATE.
 PLANTING NOTES:
 1. REMOVE ALL DEEP LAYERS OF 1" TO 2" GRADE HOOD BY PRODUCT OR STRENGTHEN MAT MATCH TO ALL PLANTING AREAS. COLOR OF HATCH SHALL BE BLACK.
 2. MAINTAIN CLEARANCES ALL AROUND THE EXISTING DAM, TREES AND P' HANGES.
 3. AROUND THE EXISTING DAM THROUGHOUT.

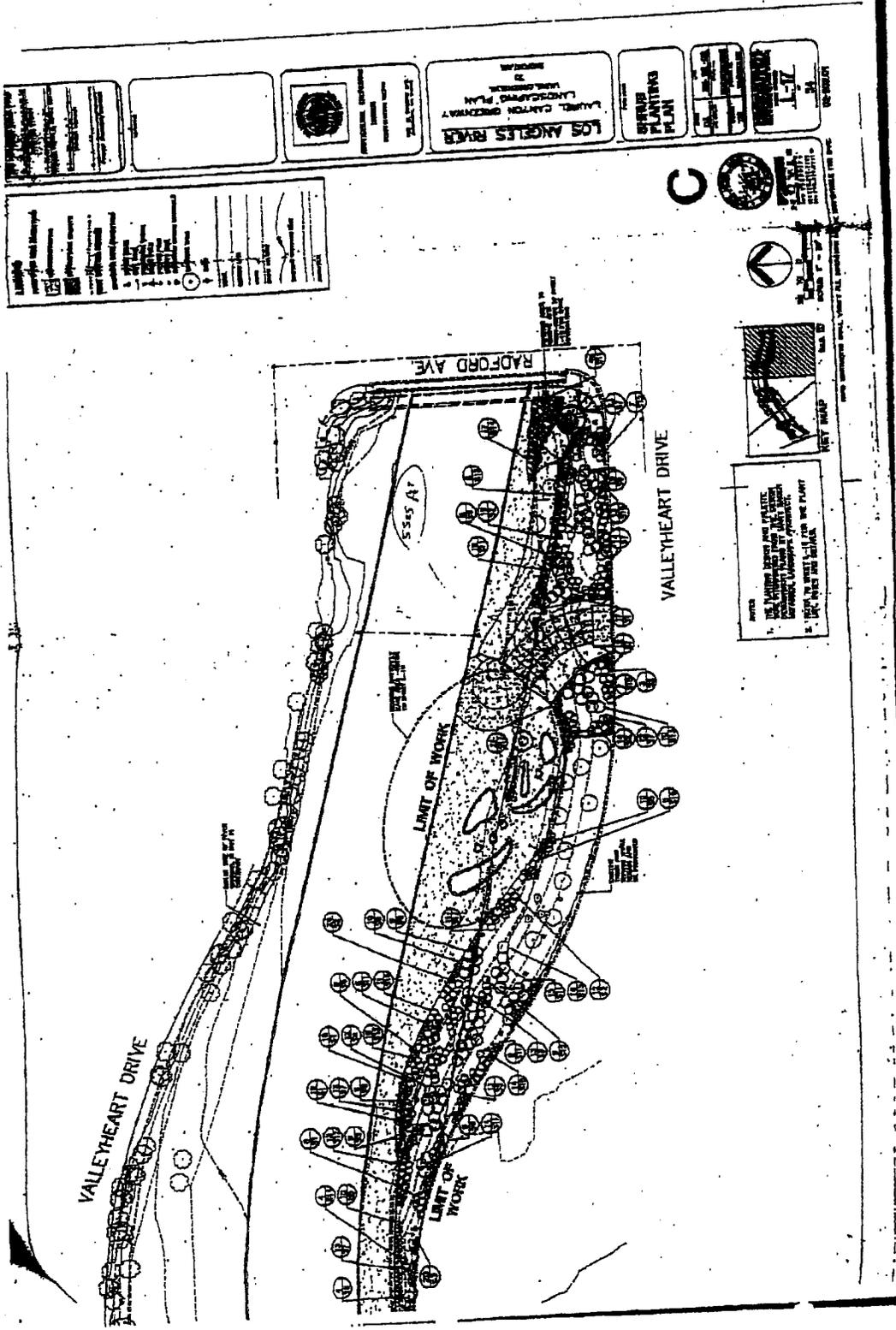
SCALE: 1" = 20'-0"

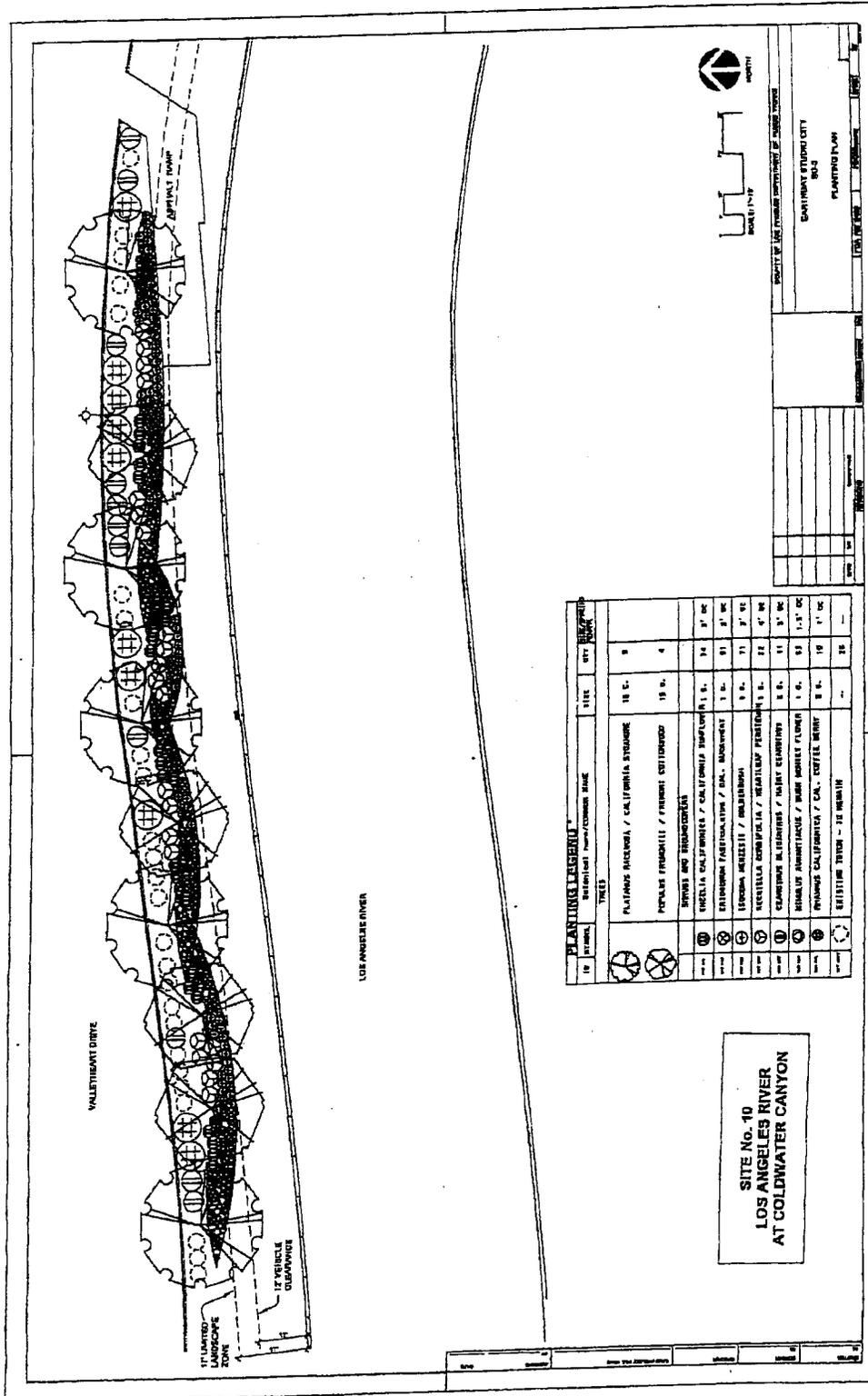
SITE No. 5
 CHESBORO CREEK
 AGOURA HILLS
 DATE: April 18, 2008











VALETTIANT DRIVE

LOS ANGELES RIVER

17' LIMITED LANDSCAPE ZONE

17' VEHICLE CLEARANCE

PLANTING LEGEND

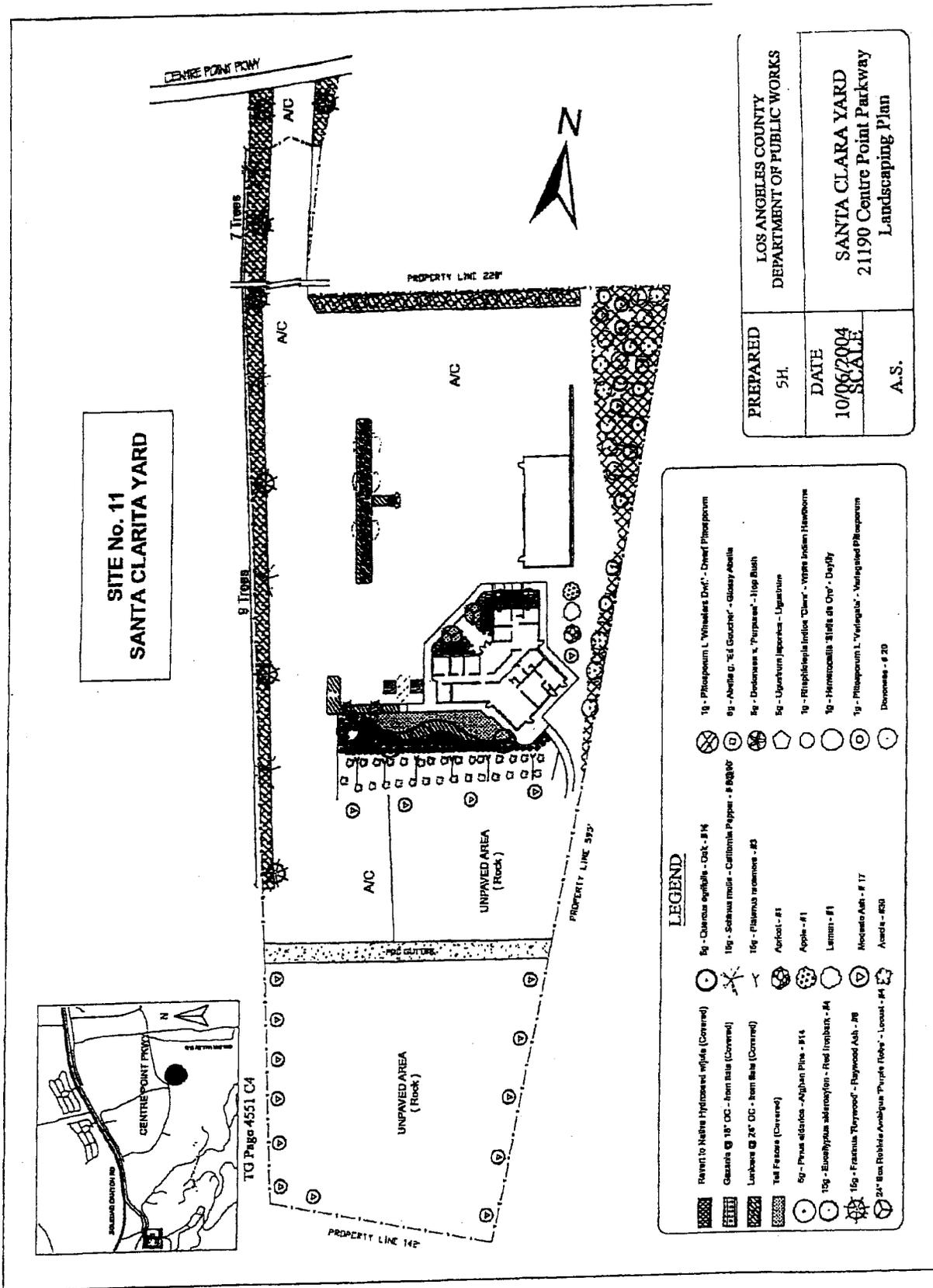
NO.	SYMBOL	RECOMMENDED PLANT/COMMON NAME	SIZE	QTY	DATE
1	(Symbol)	POPULAR FRUITFUL / CALIFORNIA STUCCO	18" S.	8	
2	(Symbol)	SPYRUS AND BIRNACORRIS	18" S.	4	
3	(Symbol)	UCHELA CALIFORNICA / CALIFORNIA EMPLOYMENT	1 1/2' H.	14	3' 10"
4	(Symbol)	STREPTOCARPA FORTENSIS / DAL. MONSIEUR	1 1/2' H.	11	3' 10"
5	(Symbol)	LEONIA ARIZONICA / ARIZONICA	3' S.	11	3' 10"
6	(Symbol)	NECOTELLA CALIFORNICA / MOUNTAIN PEPPER	3' S.	11	3' 10"
7	(Symbol)	CELANDESE M. (SANDERS) / MOUNTAIN PEPPER	3' S.	11	3' 10"
8	(Symbol)	MONARDIA MONTANA / MOUNTAIN FLORA	1 1/2' H.	11	1 1/2' H.
9	(Symbol)	GRASS CALIFORNICA / CAL. COCKER BERRY	3' S.	10	1' 10"
10	(Symbol)	SESTIVUM TRICH - 10 MOUNTAIN	--	10	--

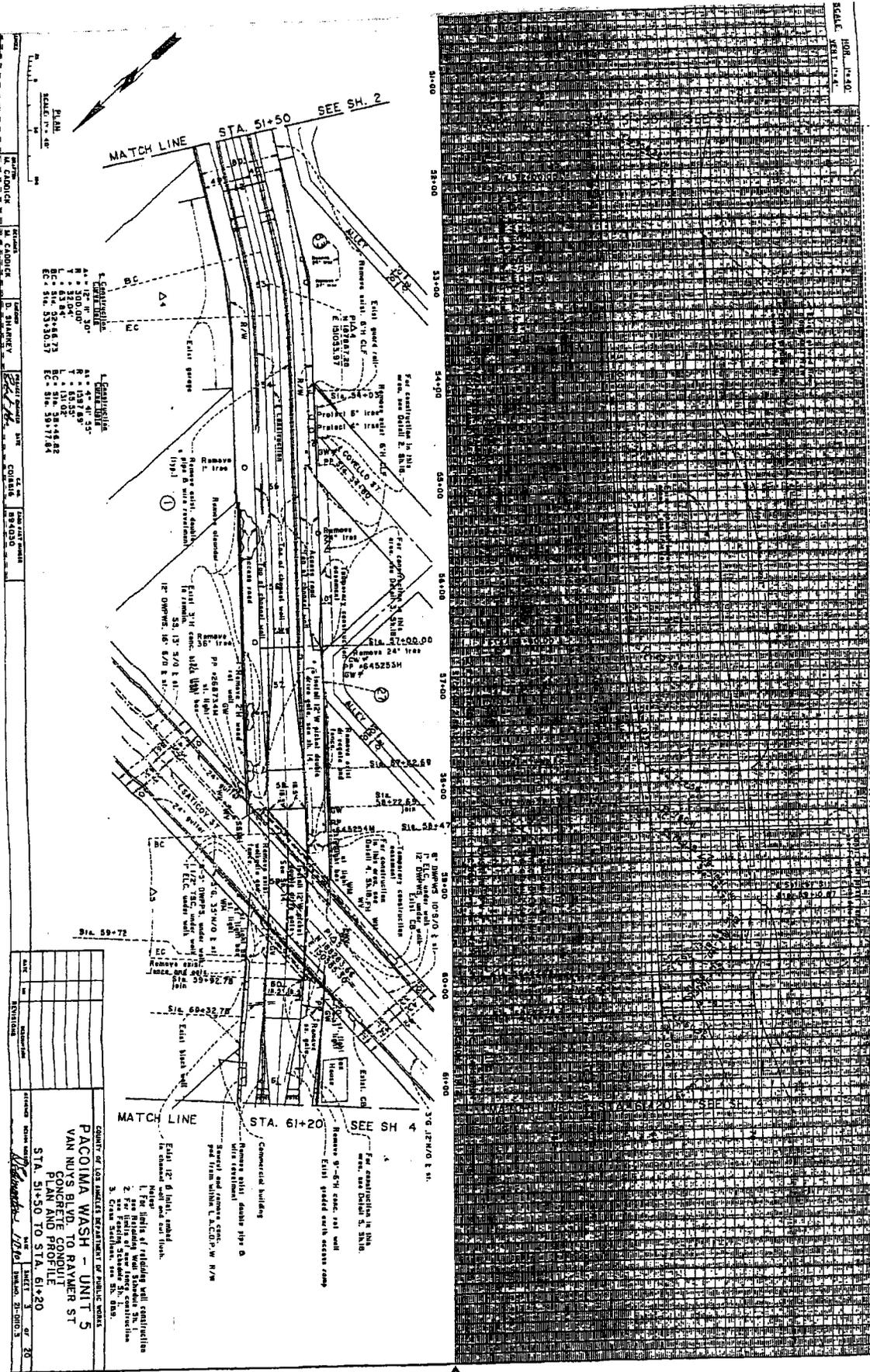
SITE No. 10
LOS ANGELES RIVER
AT COLDWATER CANYON



PROPERTY OF THE FEDERAL GOVERNMENT OF CALIFORNIA
 GARDNER STUDIO CITY
 304
 PLANTING PLAN

NO.	DATE	REVISION









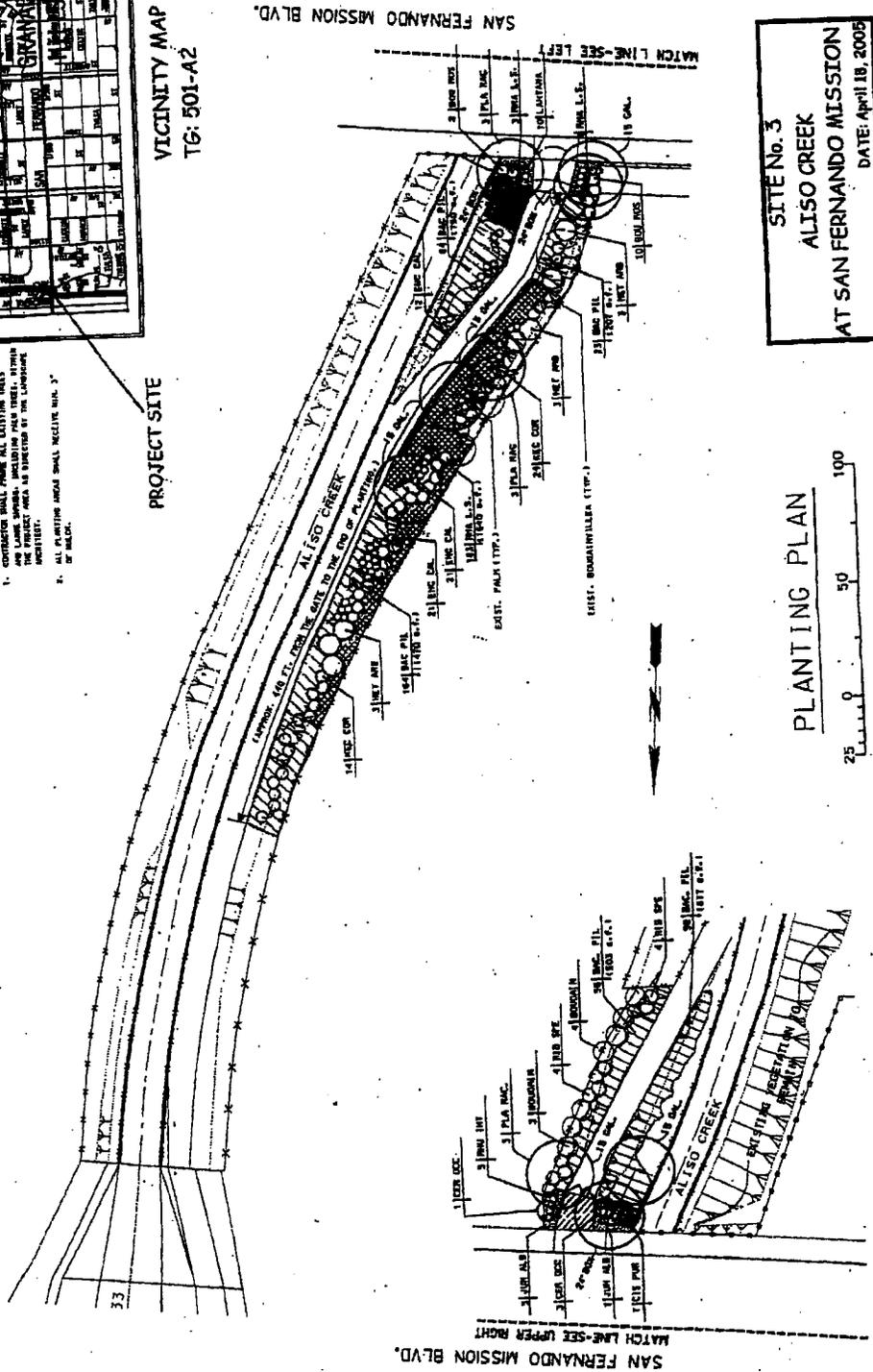





VICINITY MAP
TG: 501-A2

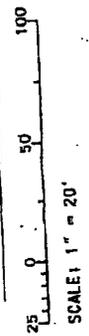
- PLANTING NOTES:**
- CONSTRUCTION SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE INCLUDING PALM TREES. REMOVE THE PROJECT AREA IS SHOWN BY THE LANDSCAPE INDICATOR.
 - ALL PLANTING SHALL BE SMALL NECTARING BIRD SPECIES.

PROJECT SITE



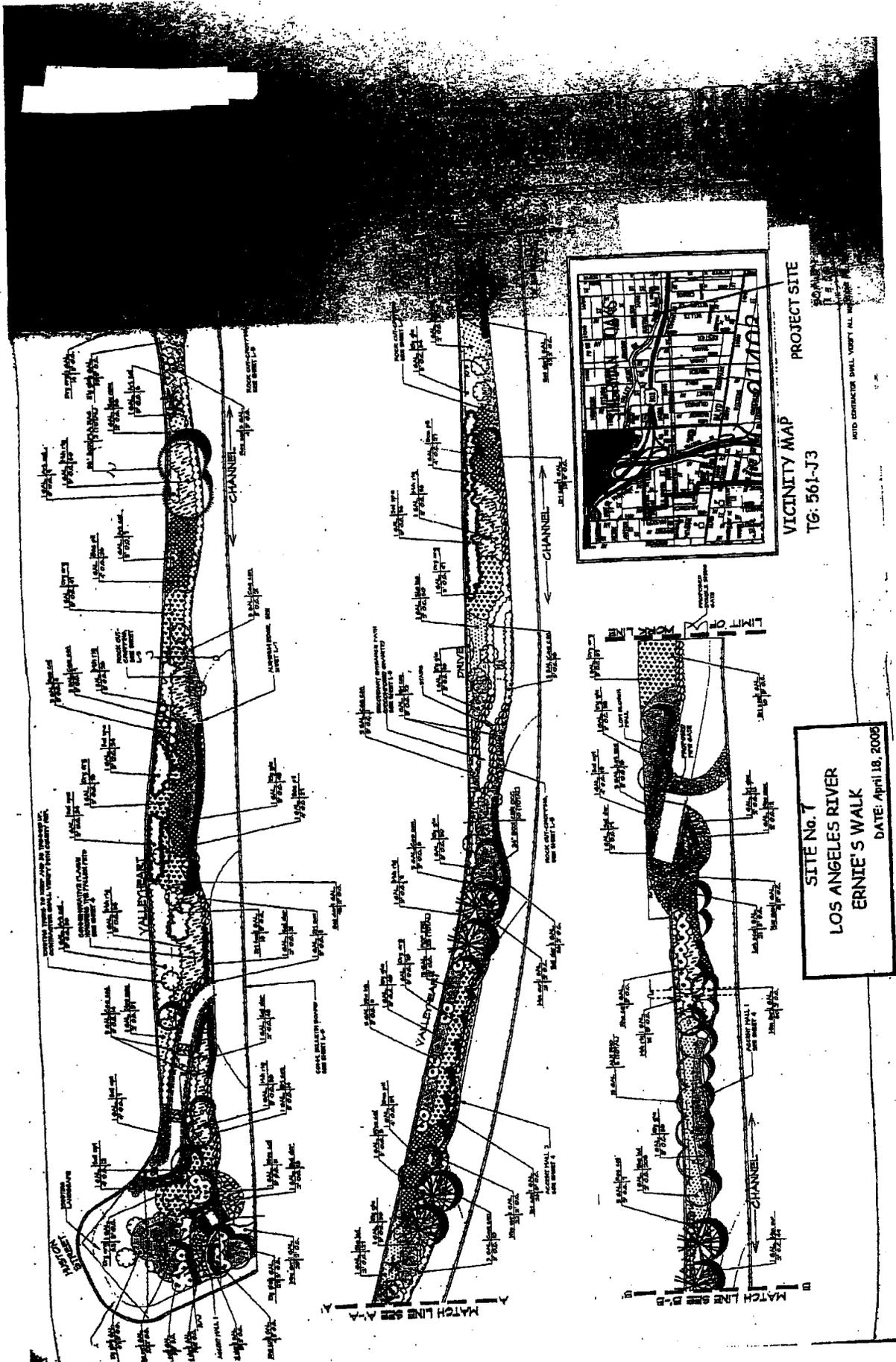
SITE No. 3
ALISO CREEK
AT SAN FERNANDO MISSION
 DATE: April 18, 2005

PLANTING PLAN



SEE SHT. L-3 FOR IRRIGATION LEGEND

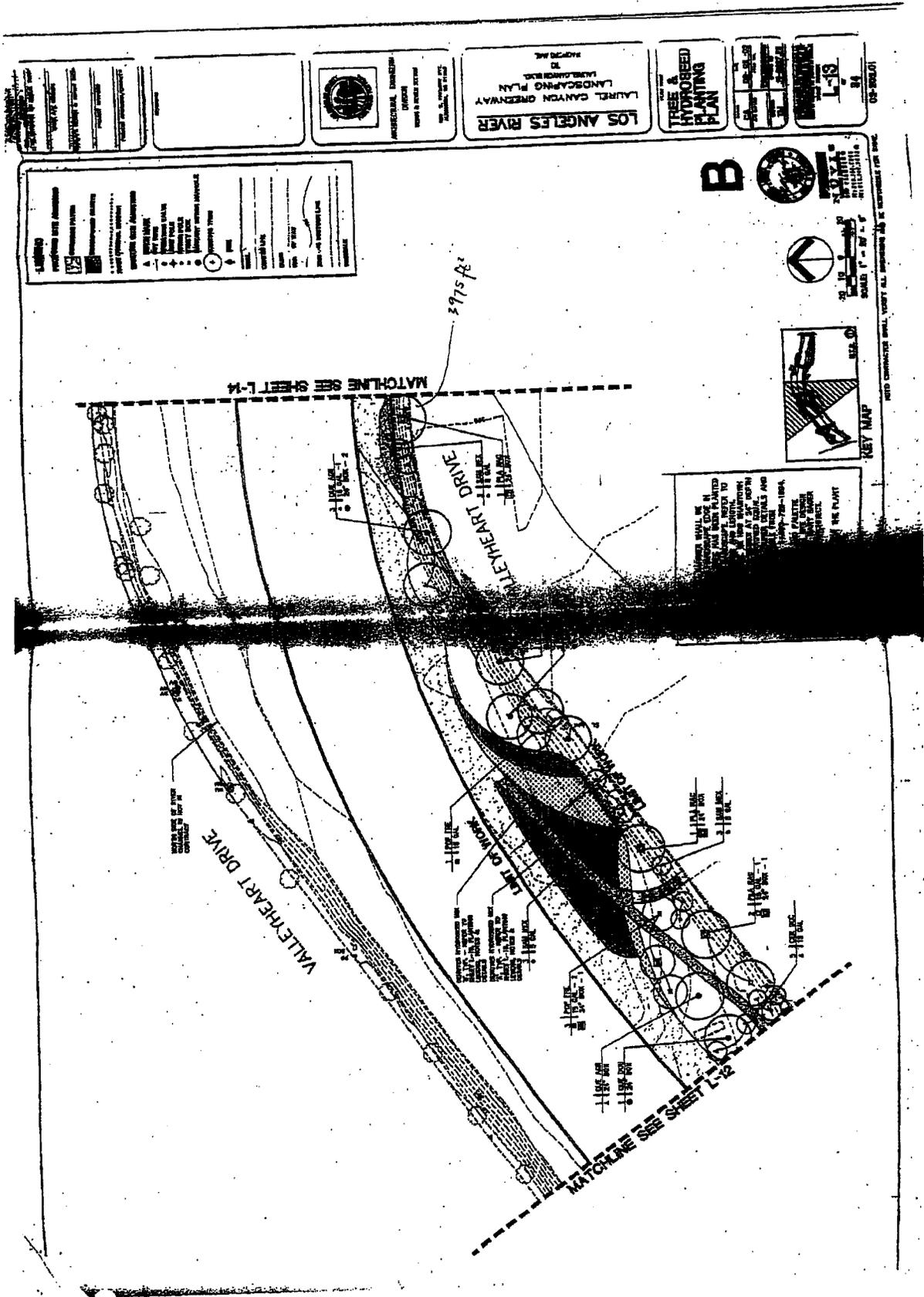
PHOTO COURTESY OF SAN FERNANDO MISSION STATE PARK



VICINITY MAP
 TG: 561-J3
 PROJECT SITE

SITE No. 7
 LOS ANGELES RIVER
 ERNIE'S WALK
 DATE: April 18, 2009

NOTED CONTRACTOR SHALL VERIFY ALL MEASUREMENTS



LEGEND

Symbol	Description
Circle with dot	Tree to be planted
Square with dot	Shrub to be planted
Circle with cross	Tree to be removed
Square with cross	Shrub to be removed
Circle with diagonal lines	Tree to be preserved
Square with diagonal lines	Shrub to be preserved
Circle with horizontal lines	Tree to be planted in future
Square with horizontal lines	Shrub to be planted in future
Circle with vertical lines	Tree to be planted in future
Square with vertical lines	Shrub to be planted in future
Circle with wavy lines	Tree to be planted in future
Square with wavy lines	Shrub to be planted in future
Circle with solid fill	Tree to be planted in future
Square with solid fill	Shrub to be planted in future



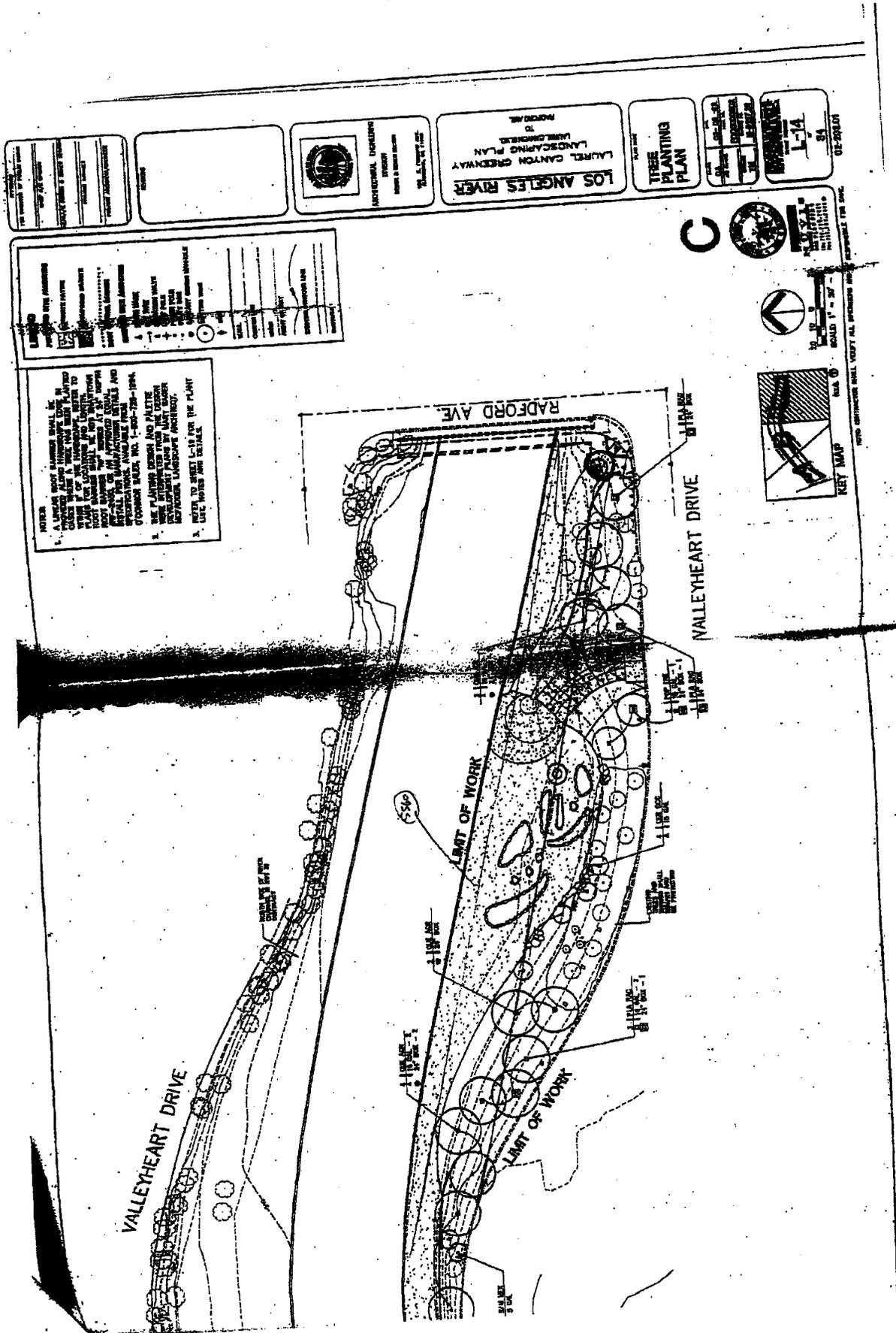
PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF BEVERLY HILLS LANDSCAPE ARCHITECTURE ORDINANCE AND THE CITY OF BEVERLY HILLS LANDSCAPE ARCHITECTURE DEPARTMENT'S LANDSCAPE ARCHITECTURE MANUAL. THE PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF BEVERLY HILLS LANDSCAPE ARCHITECTURE DEPARTMENT'S LANDSCAPE ARCHITECTURE MANUAL. THE PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF BEVERLY HILLS LANDSCAPE ARCHITECTURE DEPARTMENT'S LANDSCAPE ARCHITECTURE MANUAL.

LOS ANGELES RIVER LANDSCAPING PLAN
LAUREL CANYON GREENWAY
MAY 2014

TREE & SHRUB PLANTING PLAN
SHEET L-14

DATE: 05-20-14
SCALE: 1" = 20' ±

PROJECT: LAUREL CANYON GREENWAY
CLIENT: LOS ANGELES WATER DEPARTMENT
DESIGNER: B O L LANDSCAPE ARCHITECTS



NOTES

1. A LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE LANDSCAPE ARCHITECTURE. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ARCHITECTURE.
2. THE PLANTING DESIGN AND PALETTE SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
3. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
4. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
5. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
6. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
7. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
8. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
9. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
10. THE PLANTING DESIGN SHALL BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.

LOS ANGELES RIVER LANDSCAPING PLAN TO RADFORD AVE

DATE: 02-20-03

SHEET: L-14

02-20-03

PROFESSIONAL ENGINEER

LANDSCAPE ARCHITECT

STATE OF CALIFORNIA

NO. 12345

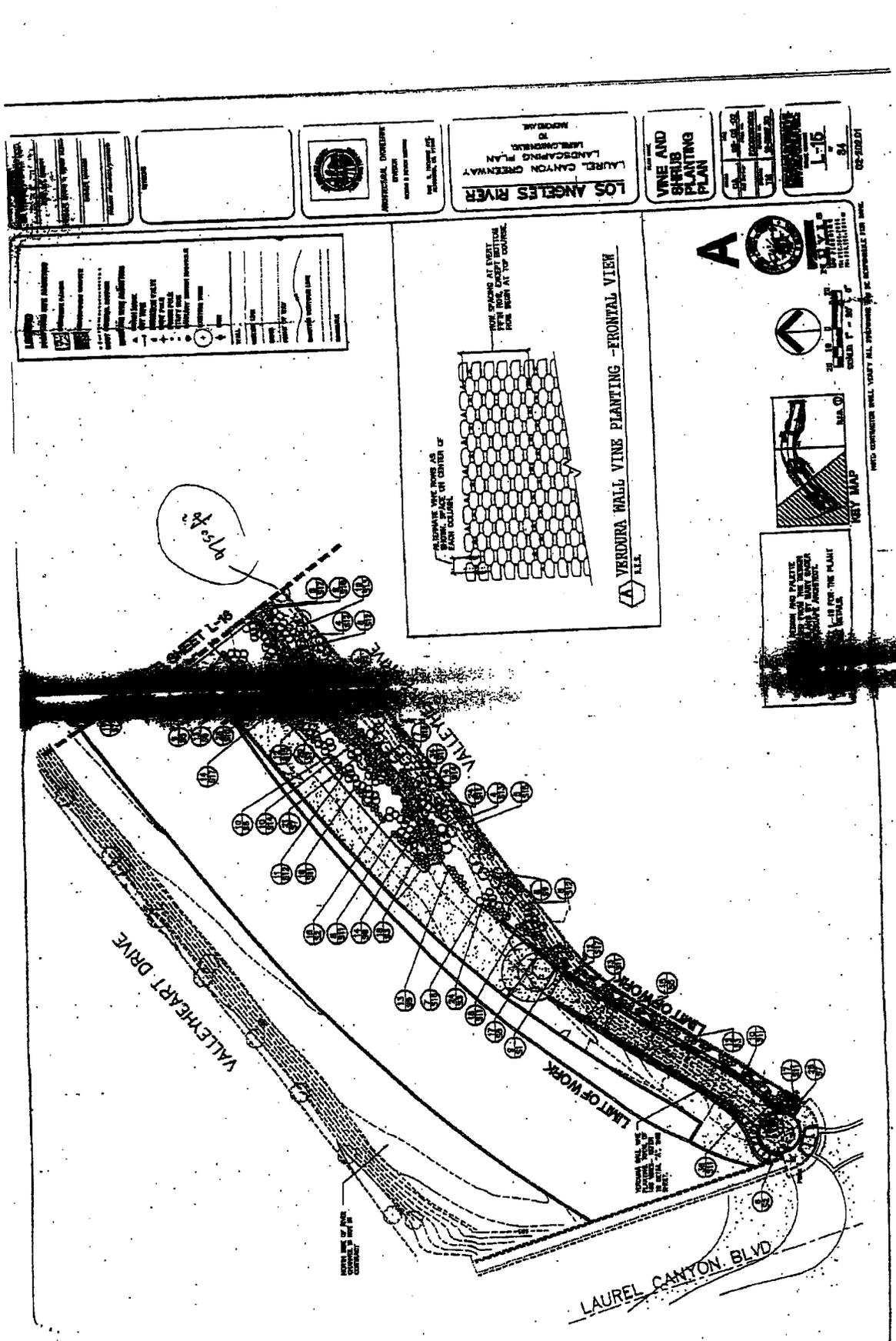
DATE: 02-20-03

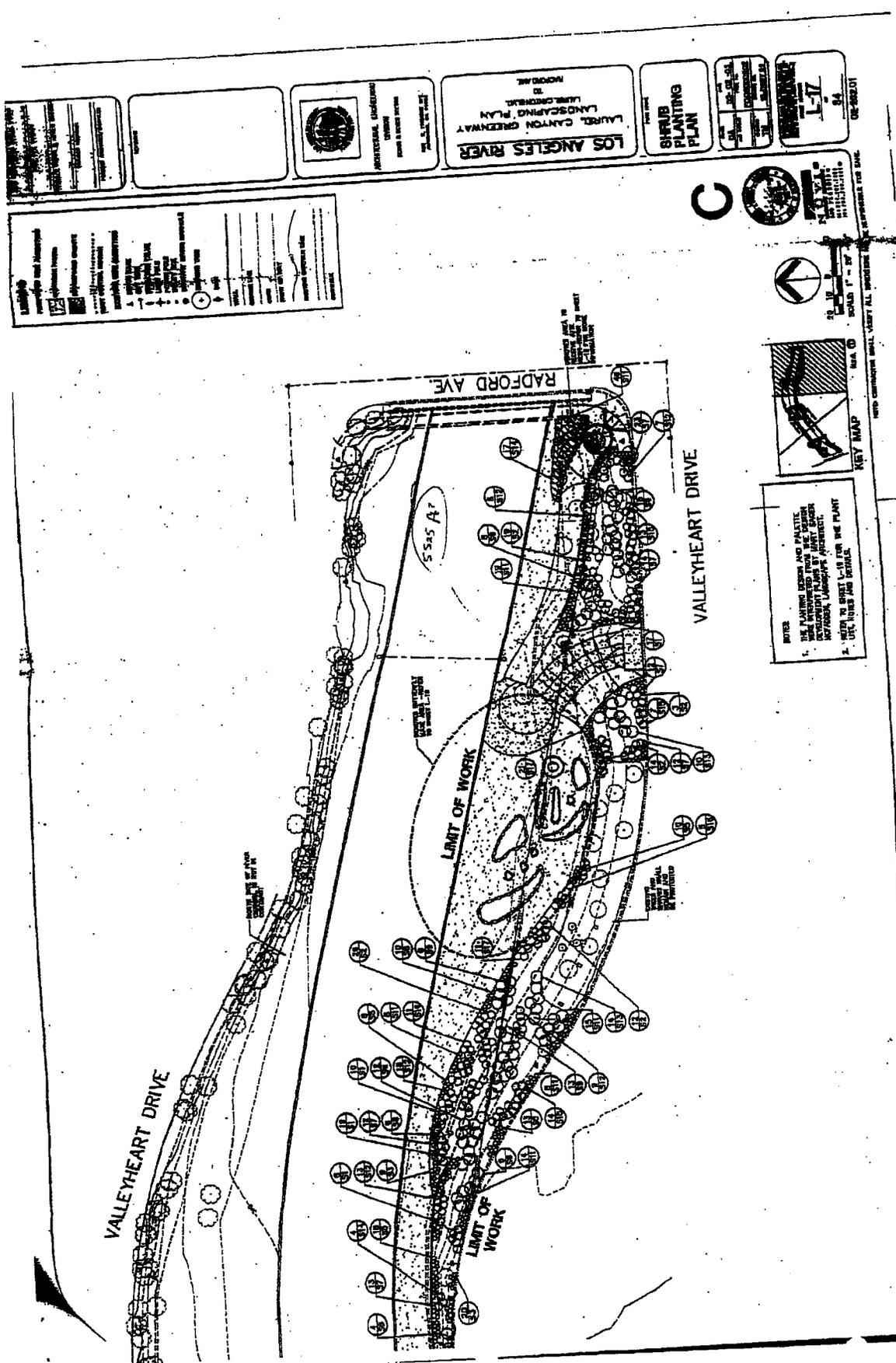
SCALE: 1" = 20'

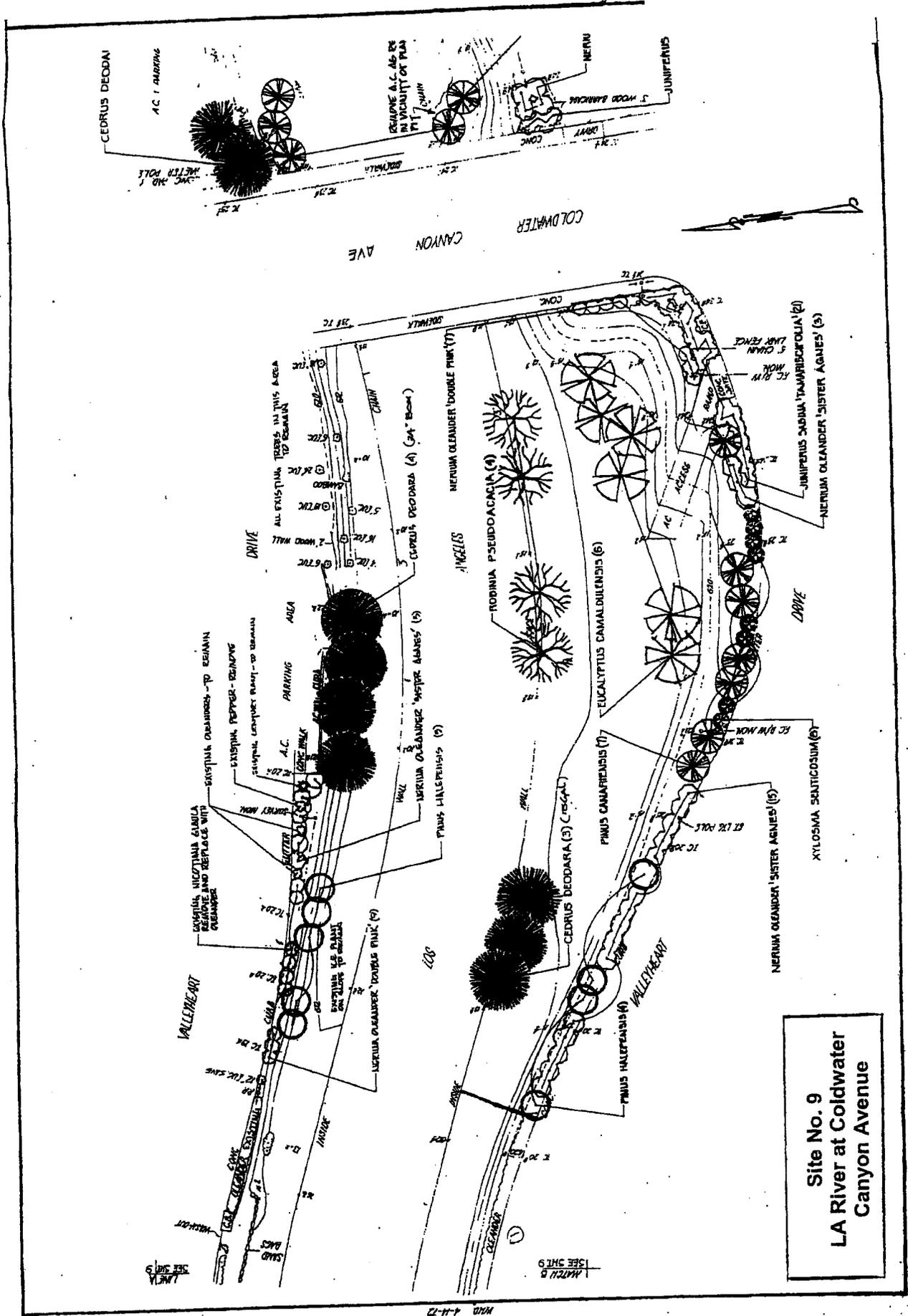
KEY MAP

SEE SHEET L-13 FOR THE PLAN

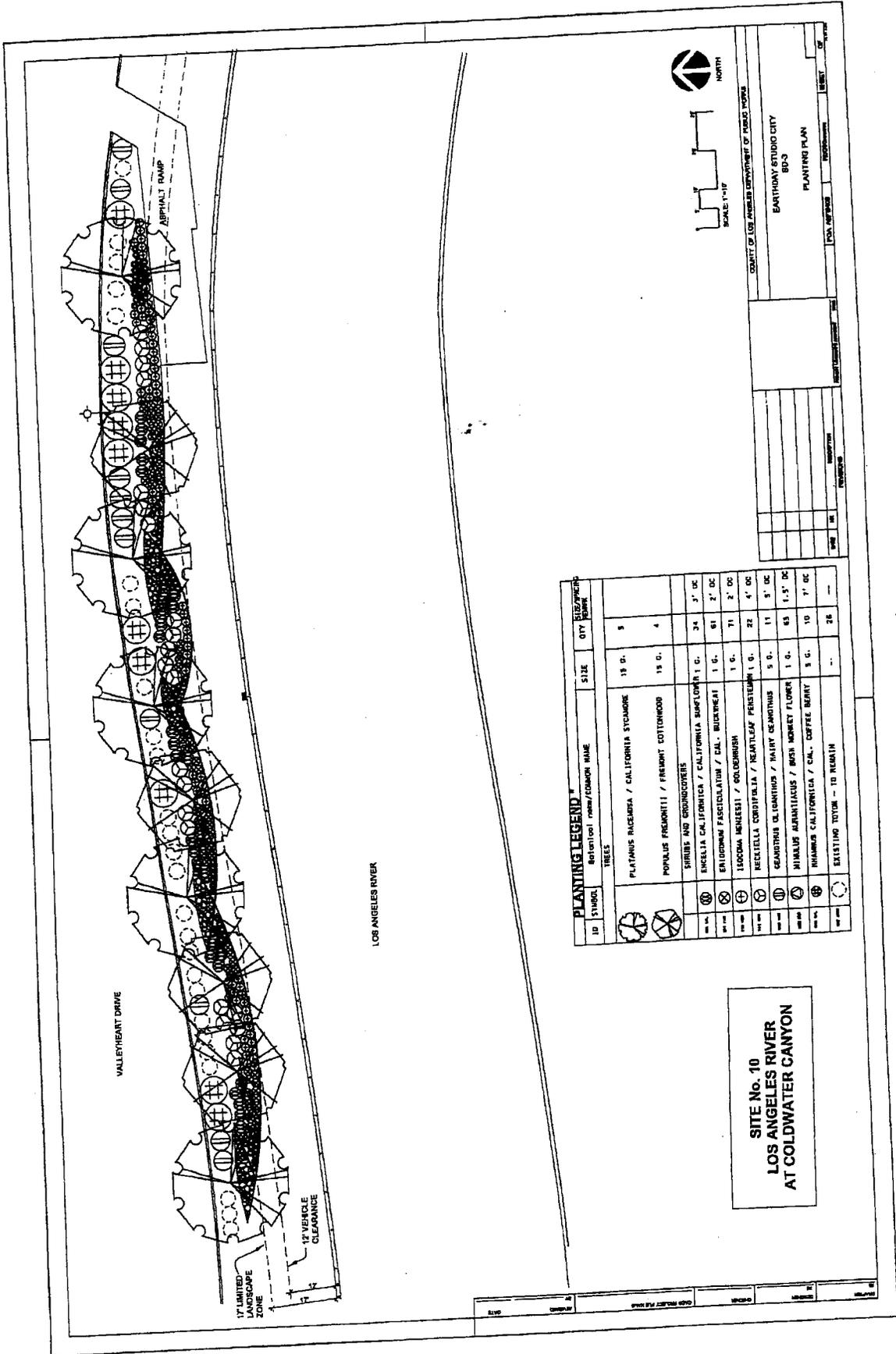
SEE SHEET L-15 FOR THE PLAN







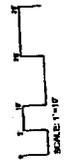
Site No. 9
 LA River at Coldwater
 Canyon Avenue



PLANTING LEGEND

ID	SYMBOL	Botanical name/Common Name	SIZE	QTY	DESCRIPTION
	(Tree symbol)	TREES			
	(Tree symbol)	PLATANUS RACEMOSA / CALIFORNIA Sycamore	18 D.	9	
	(Tree symbol)	POPULUS FRESQUETII / FREMONT Cottonwood	18 D.	4	
	(Tree symbol)	SHRUBS AND GROUNDCOVERS			
	(Tree symbol)	ERIGELLA CALIFORNICA / CALIFORNIA SAGEFLOWER	1 G.	24	3' DC
	(Tree symbol)	ERIGONUM FACILICULUM / CAL. BUCKWHEAT	1 G.	81	2' DC
	(Tree symbol)	LIODONIA MEXICANA / GOLDENRUSH	1 G.	71	2' DC
	(Tree symbol)	REXTIELLA COPRIFOLIA / HEARTLEAF PEDESTAL	1 G.	22	4' DC
	(Tree symbol)	GEORGIUM ELIANTHUS / HAIRY GEORGINA	5 G.	11	5' DC
	(Tree symbol)	MINIARIS ALBERTIENSIS / BUSH MONKEY FLOWER	1 G.	63	1.5' DC
	(Tree symbol)	VIARIS CALIFORNICA / CAL. COFFEE BERRY	5 G.	10	7' DC
	(Tree symbol)	EXISTING TOTUM - TO REMAIN		26	

SITE No. 10
LOS ANGELES RIVER
AT COLDWATER CANYON



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

EARTHQUAKE STUDIO CITY
 SD-3

PLANTING PLAN

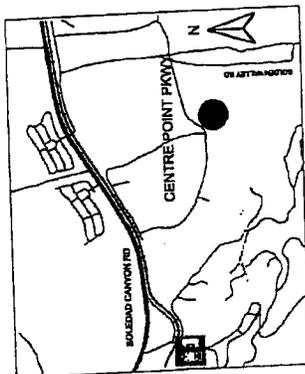
DATE: 11/12

PREPARED BY: []

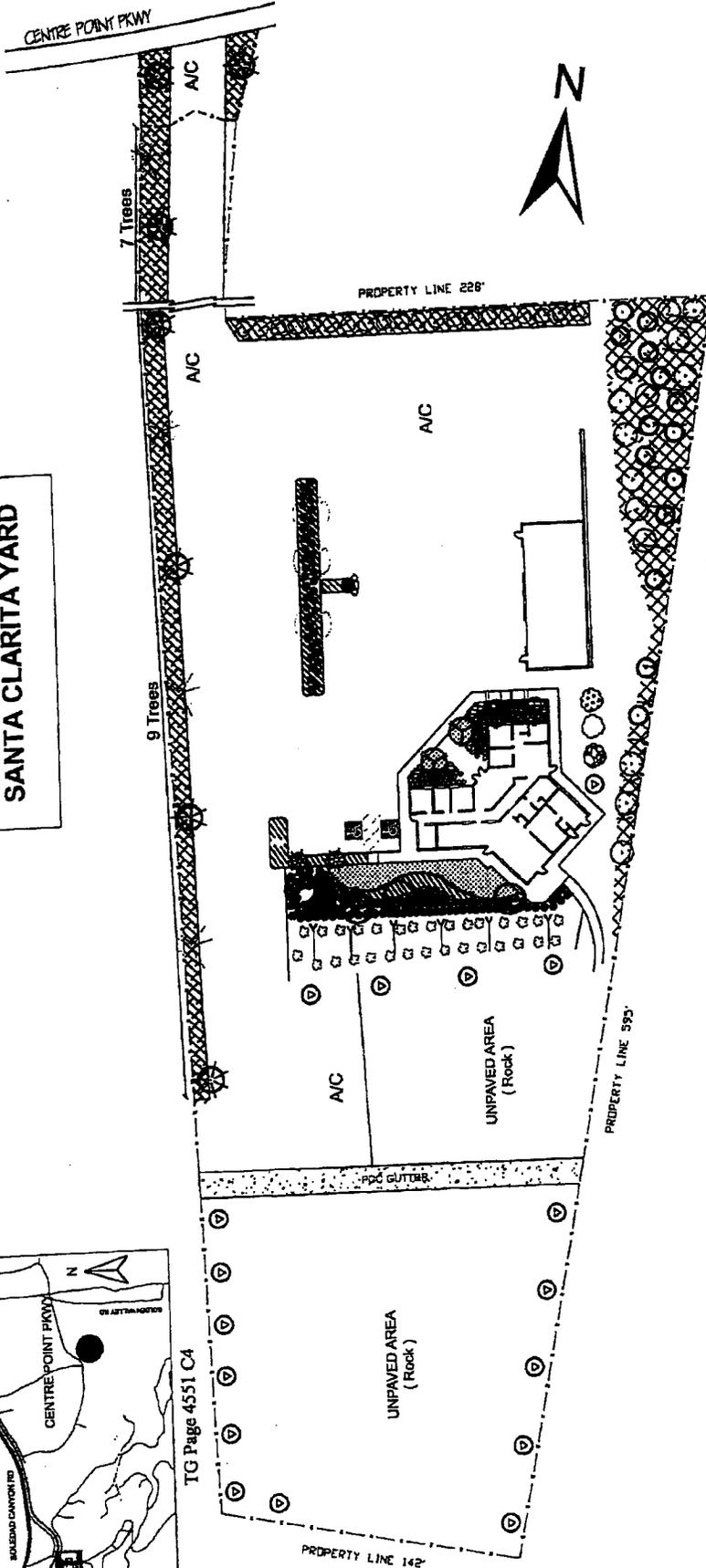
CHECKED BY: []

DATE: []

**SITE No. 11
SANTA CLARITA YARD**



TG Page 4551 C4



LEGEND

- Rainto Native Hydrocotyle wilyuis (Covered)
- Gazania @ 16" OC - from false (Covered)
- Lavatera @ 24" OC - from false (Covered)
- Tall Fescue (Covered)
- 5g - Pinus eldarica - Afghan Pine - #14
- 15g - Eucalyptus sideroxylon - Red Ironbark - #4
- 15g - Fraxinus Raywood - Raywood Ash - #8
- 24" Box Robinia Ambigua Purple Robe - Locust - #4
- 5g - Quercus agrifolia - Oak - #14
- 15g - Salinus mollis - California Pepper - # 8@90°
- 15g - Pistacia racemosa - #3
- Apricot - #1
- Apple - #1
- Lemon - #1
- Modesto Ash - # 17
- Azalea - #30
- 1g - Pittosporum L. Wheelers Dwarf - Dwarf Pittosporum
- 5g - Abelia g. Ed Goucher - Glossy Abelia
- 5g - Dodonaea v. Purpurea - Hop Bush
- 5g - Ligustrum japonica - Ligustrum
- 1g - Pittosporum indica Clara - White Indian Hawthorn
- 1g - Hemocallia Sialis de Oro - Daylily
- 1g - Pittosporum L. Variegata - Variegated Pittosporum
- Dononaea - # 20

PREPARED	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
DATE	10/06/2004
SCALE	A.S.
SANTA CLARA YARD 21190 Centre Point Parkway Landscaping Plan	

HYDROSEED SPECIFICATIONS

Seed Classification

State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.

Labels shall be in conformance with AMS-01 and applicable state seed laws.

Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:
Pure Live Seed (P.L.S.)

Botanical Name	Common Name	Pounds Per Acre
Bromus Carinatus	California Brome	5.0 lbs/acre
Deschampsia caespitosa	Tufted Hairgrass	3.8 lbs/acre
Deschampsia elongatum	Hairgrass	2.2 lbs/acre
Eschscholzia californica	Calif. Poppy	2.0 lbs/acre
Hordeum c. prostrate	Calif. Barley	6.0 lbs/acre
Melica Imperfecta	Coast Range Melica	2.0 lbs/acre
Lupinus bicolor	Lupines	3.0 lbs/acre
Poa secunda	Bluegrass	1.3 lbs/acre
Stipa Lepida	Foothill NeedleGrass	1.0 lbs/acre
Vulpia microstacys	Zorro Fescue	4.3 lbs/acre

Total lbs. P.L.S. per acre = 30.6

Quality

Seed shall conform to FS JJJ-S-181. Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Contractor Company Name: _____

Proj. Cost Account (PCA) _____ Org. Cost Account (OCA) _____ User Code 1 _____

**LANDSCAPE MAINTENANCE SERVICE REPORT
FOR THE MONTH OF _____**

CHANNEL NAME: _____

SERVICE DESCRIPTION	Item	% Complete	Prior % Complete
Annual cutting seeded grass/ wildflower slopes (first cutting). <i>This item will be paid upon completion of work.</i>	a		
Cutting seeded grass/ wildflower slopes (second cutting). <i>This item will be paid upon completion of work.</i>	b		
Annual/Monthly trim, care, and replanting of:			
Ground Cover	c		
Vines -March	d		
Vines-September	e		
All other work(tree & shrubbery trimming and care, weed control)	f		
AS NEEDED ITEMS - ALL OTHER WORK (FILL OUT FOR EACH DAY)			
Description	Item	HOURS/ UNIT	DATE
Irrigation System Repairs (4 hour MIN. for emergency call out)			

Remarks: _____

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed

CONTRACTOR SIGNATURE : _____ DATE: _____

NAME OF DEPARTMENT REPRESENTATIVE : _____

SIGNATURE OF DEP REP : _____ DATE: _____

Wurzel Landscape, a corporation
3214 Oakdell Road
Studio City, CA 91604-4221
Tel: 818.762.8653
Fax 818.769.9038
Lic. 732831 SBE 50314701

Wurzel Landscape

Proposal for Landscape Maintenance Services

West Area (2009-PA026)

*Authorized to make presentations & bind
for corporation:*

*Marc Wurzel, President
Submitted: September 14, 2009*

Table of Contents

West Area 2009PA026

Section	Topic:	Page
1	Title Page	
2	Table of Contents	
TAB 3	Letter of Transmittal	1
TAB 4	Support Documents for Corporations	2-5
TAB 5	Experience: Wurzel's Background and Corporate Capabilities	6-17
TAB 6	Work Plan	18-44
TAB 7	Quality Assurance Program	45-50
8	Subcontractors – NONE NOT APPLICABLE OMITTED	
TAB 9	Financial Stability	51-57
TAB 10	Licenses and Certifications	58-60
TAB 11	Certificates of Insurance	61-62
TAB 12	Record Keeping	63-70
TAB 13	Proposers Forms	
PW-1	Verification of Proposal	71
PW-2	Schedule of Prices	72-73
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification	74
PW-4	Contractor's Industrial Safety Record	75
PW-5	Conflict of Interest Certification	76
PW-6	Proposer's Reference List	77-79
PW-7	Proposer's Equal Employment Opportunity Certification	80
PW-8	List of Subcontractors NONE ; NOT APPLICABLE	81
PW-9	Request for Local SBE Preference Program Consideration & CBE Firm/Organization Information Form	82-83

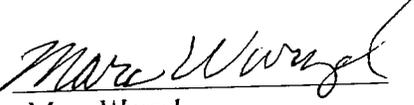
Table of Contents (continued)

Topic:	Page
TAB 13 Proposers Forms (continued)	
PW-10 GAIN/ GROW Employment Commitment	84
PW-11 Transmittal Form to Request and RFP Solicitation Requirements Review NOT APPLICABLE	85
PW-12 Charitable Contributions Certification	86
PW-13 Transitional Job Opportunities Preference Application	87
PW-14 Statement of Terminated Contracts NONE	88
PW-15 Proposer's Pending Litigation & Judgments NONE	89
PW-16 Statement of Equipment	90
PW-17 Proposer's Insurance Compliance Affirmation	91
LW-2 Living Wage Ordinance – App.for Exemption NOT APPLICABLE	92-93
LW-3 Contractor Living Wage Declaration	94
LW-4 Living Wage Acknowledgement and Statement of Compliance	95
LW-5 Labor/Payroll/Debarment History NONE	96
LW-5 Assessment Labor/Payroll/Debarment History NOT APPLICABLE	97
LW-7 Proposer's Medical Plan Coverage	98-99
LW-8 Proposer's Staffing Plan and Cost Methodology	100
LW-9 Wage and Hour Record Keeping	101-108
Additional Information NONE	109

WURZEL LANDSCAPE

Corporate Background

- Wurzel Landscape is a corporation, for profit entity
- Wurzel Landscape has been certified as a Small Business Enterprise by the State of California (61663) and the County of Los Angeles (50314701).
- Articles of Incorporation and By-laws are attached.
- Board of Directors: Marc Wurzel President /Vice President
Doris Wurzel Secretary / Treasurer
- Wurzel Landscape has been a California corporation, for nine years, since October 22, 1996. Prior to that time the entity was a partnership operating under the name Wurzel Landscape Maintenance for twenty three years, June 1, 1973 until the date of incorporation in 1996.
- Persons holding five percent or more interest in Wurzel Landscape:
Marc Wurzel 50% Doris Wurzel 50%
- Organizational chart and corporate documents are attached.


Marc Wurzel

3214 OAKDELL ROAD
STUDIO CITY, CA 91604-4221
TEL: (818) 762-8653
FAX: (818) 769-9038
LIC. 732831

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

WURZEL LANDSCAPE

FILE NUMBER: C1792592
FORMATION DATE: 10/21/1996
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to exercise
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of July 30, 2008.

Debra Bowen

DEBRA BOWEN
Secretary of State



State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
Phone: (916) 657-3537

STATEMENT BY DOMESTIC STOCK CORPORATION
THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT.

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

IMPORTANT—Please Read Instructions On Back Of Form

1.

1792592

DUE DATE JANUARY 21, 1997

WURZEL LANDSCAPE

DO NOT ALTER PREPRINTED NAME. IF ITEM NO. 1 IS BLANK, PLEASE ENTER CORPORATE NAME.

DO NOT WRITE IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

Table with 4 rows and 4 columns: 2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE, ROOM NO., 2A. CITY AND STATE, 2B. ZIP CODE; 3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, ROOM NO., 3A. CITY, 3B. ZIP CODE; 4. MAILING ADDRESS, ROOM NO., 4A. CITY AND STATE, 4B. ZIP CODE.

THE NAMES OF THE FOLLOWING OFFICERS ARE:

Must have these three officers (Sec. 312, Corporations Code). An officer may hold more than one office.

Table with 4 rows and 4 columns: 5. CHIEF EXECUTIVE OFFICER, 5A. STREET ADDRESS, 5B. CITY AND STATE, 5C. ZIP CODE; 6. SECRETARY, 6A. STREET ADDRESS, 6B. CITY AND STATE, 6C. ZIP CODE; 7. CHIEF FINANCIAL OFFICER, 7A. STREET ADDRESS, 7B. CITY AND STATE, 7C. ZIP CODE.

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplementary list if necessary)

Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

Table with 4 rows and 4 columns: 8. NAME, 8A. STREET ADDRESS, 8B. CITY AND STATE, 8C. ZIP CODE; 9. NAME, 9A. STREET ADDRESS, 9B. CITY AND STATE, 9C. ZIP CODE; 10. NAME, 10A. STREET ADDRESS, 10B. CITY AND STATE, 10C. ZIP CODE.

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: -0-

DESIGNATED AGENT FOR SERVICE OF PROCESS (Only one agent may be named and must reside in California.)

12. NAME: Marc Wurzel
13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX): DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION. 3214 Oakdell Road, Studio City, CA 91604

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS: Landscaping, irrigation system and lighting installation and maintenance

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Marc Wurzel

Marc Wurzel (Signature)

CEO

1/20/97

4

State of California
Secretary of State



STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1792592
WURZEL LANDSCAPE
3214 OAKDELL ROAD
STUDIO CITY CA 91604

DUE DATE: 10-31-09

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 16**.
 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3			

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/				
7. SECRETARY/				
8. CHIEF FINANCIAL OFFICER/				

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
9. NAME				
10. NAME				
11. NAME				

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

	CITY	STATE	ZIP CODE
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CA	

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

5

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

918109
DATE

MARC WURZEL
TYPE/PRINT NAME OF PERSON COMPLETING FORM

Pres.
TITLE

Marc Wurzel
SIGNATURE

APPROVED BY SECRETARY OF STATE

Wurzel Landscape Corporate Information

Experienced Professionals

Background Information:

Wurzel Landscape operates as a corporation under State of California Landscape Contractor License #732831, and has a history of being a long-standing member of the California Landscape Contractors Association. Our firm is also a licensed pest control business with the State of California and County of Los Angeles. Our staff includes a certified arborist who brings expert knowledge and experience to all tree pruning and related services. Our wholly owned subsidiary, Canyon Way Nursery, provides us with immediate access to quality nursery stock. We have experience spanning over thirty six years of working in the landscape field in all areas of the Los Angeles vicinity. Our own firm was founded thirty years ago and now operates with between sixty and seventy five experienced employees who have been fully trained in all aspects of the exterior and interior gardening profession. Our mid-level and upper level managers have been with us from seven to nineteen years. Marc Wurzel, President, has worked in this field for forty years and culled his experience as he created his own firm and brought it from partnership to corporation. We are an experienced team of experts priding ourselves on responsiveness to customer needs.

Since our inception we have been totally dedicated to servicing commercial landscape areas. We have performed maintenance services for the County of Los Angeles, cities of Agoura Hills, Burbank, Cypress, Downey, Lancaster, Santa Clarita and Los Angeles. Performance of services for private commercial institutions has spanned Riverside, Orange, Los Angeles, San Bernardino and Ventura Counties. Services have encompassed all phases of landscape maintenance including apartments, condominiums, homeowner associations, hospitals, train stations, equestrian centers, shopping centers, museums, national historical landmarks, memorial parks, city owned medians, buildings, and complete park maintenance which includes ball fields, tennis courts, sand play areas, horse shoe pits, graffiti removal, play equipment, rest rooms, and picnic areas.

We currently perform landscape maintenance tasks at such high profile sites as Autry Museum of National Heritage, Southwest Museum, Staples Center, L.A. Live, Los Angeles County Court House complexes, all City of Downey Public Parks and facilities, and the Los Angeles Dept. of Public Works West Area sites. All of these sites have high public use and have given our team experience in performing their tasks to optimum levels while working with public safety in mind. Our long term experience and renewals of contracts evidence our clients faith in our firm and appreciation of our high level of work and open communication with them to accomplish the standards they and ourselves mandate. The onsite supervising employee currently servicing the Dept. of Public Works West Area sites, and who would remain in that position, is Oscar Rodriguez.

Adding to our staff's technical experience we provide in-house training sessions weekly, as well as outside industry training seminars, to ensure utmost quality in the services we provide. Our low supervisor to employee ratio further ensures the highest service standards are attained. We have had many years of experience servicing private and municipality accounts which has given our staff the experience to fully accomplish duties outlined in the proposal scope of work.

Wurzel Landscape

Corporate Information., cont'd

During the years many accounts under our care have won Los Angeles Beautiful awards for our outstanding care of our landscape maintenance accounts.

We were honored in a televised ceremony by the Los Angeles City Council with an award presented by Tom LaBonge for our years of service in greening the city.

Our firm has also been presented with a Certificate of Recognition in appreciation for our dedication to the City of Los Angeles and the San Fernando Valley by Wendy Gruel, Tony Cardenas, and Alex Padilla.

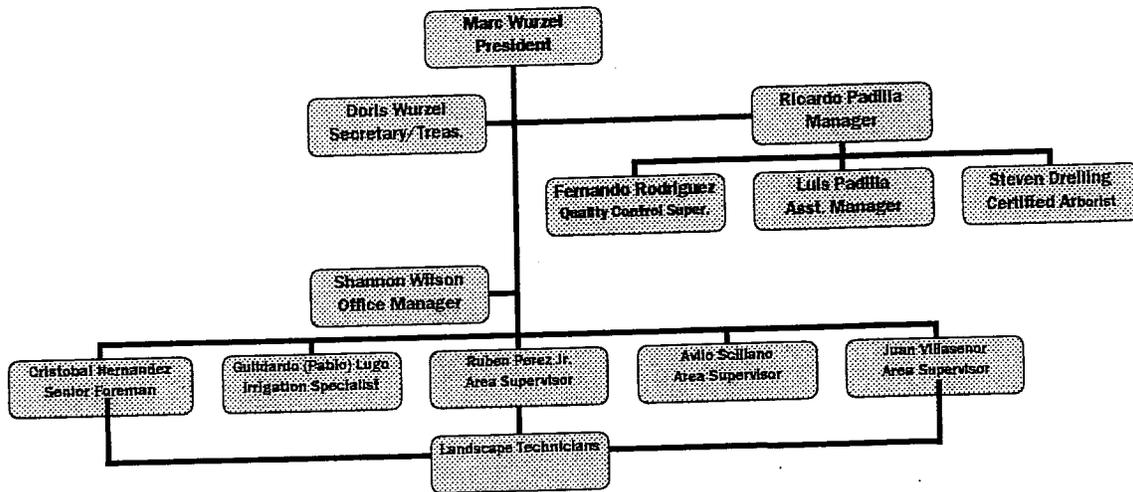
We were also pleased to receive a Certificate of Recognition from the California State Assembly presented by Robert Hertzberg, then Speaker of the Assembly, for our efforts in helping to make the San Fernando Valley a better place in which to live and work.

This week we joined with Mayor Antonio Villagarosa in a ceremony memorializing the Metro Rail crash one year anniversary. We presented the gift of an oak tree to be planted in honor of the memories of the crash victims. Mayor Villagarosa aided members of our team in the planting of this memorial tree during the ceremony.

We are a firm that believes in aiding the community and were pleased to be recognized for all our efforts in doing so over the years of service to many types of sites.

As we service only municipal, commercial, and homeowner association accounts we have vast experience in caring for public facilities and gear our maintenance services to their unique needs. We believe in working with our clients to mutually accomplish the goal of a professionally maintained landscape area. We proudly present references of clients with whom we have had long term relationships evidencing our commitment to providing quality service.

Wurzel Landscape Organizational Chart 2009



- | | |
|-----------------------------|--|
| President: | Oversees entire operation. Interfaces with customers & employees |
| Secretary/Treasurer: | Coordinates business operations and financial matters |
| Manager: | Manages employees and interfaces with customers |
| Quality Control Supervisor: | Checks job sites and tutors employees |
| Certified Arborist: | Inspects trees at job sites, monitors health and structure |
| Office Manager: | Handles all clerical functions for the business |
| Senior Foreman: | Holds meetings with Foremen and addresses problems |
| Project Manager: | Reviews site specifications and directs Site Foreman |
| Site Foreman: | Supervises and works along with Landscape Technicians |
| Landscape Technicians: | Accomplish tasks as set forth in specifications |

Marc Wurzel

- Position** President
- Summary of Qualifications**
- Forty years experience in the landscape industry. Thirty five years ago began my own firm.
- Education**
- On-going training including California Landscape Contractor Association training seminars as well as private industry, municipality, and County & City sponsored training conferences. Completion of Horticultural study courses at University of California Los Angeles. Participation in in-house training as well as teaching classes in safety and landscape standards.
- Work Experience**
- 1973 - Present
Wurzel Landscape Studio City, CA
 - 1968 - 1973
Roberts & Associates City of Commerce, CA
Foreman

My firm was founded thirty six years ago and now operates with between sixty and seventy-five experienced employees. This professional staff has been fully trained in all aspects of the exterior and interior gardening profession. Our middle and upper level managers have been with us from seven to twenty years. We are an experienced team of experts priding ourselves on responsiveness to customer needs. Adding to our staff's technical experience we provide in-house training sessions weekly, as well as outside industry training seminars, to ensure utmost quality in the services we provide. Our high supervisor to employee ratio further ensures the highest uncompromised standards.

Ricardo Padilla

Position Senior Manager

Summary of Qualifications

Twenty-one years experience in the landscape industry. The last sixteen years have been as a Senior Manager for Wurzel Landscape in charge of over seventy five employees. Job duties include monitoring of job sites, communication with Project Foremen and Site Supervisors to insure quality performance.

Education

- On-going training including California Landscape Contractor Association training seminars as well as private industry, municipality, and County & City sponsored training conferences. Completion of Horticultural study courses at University of California Riverside. Participation in in-house training as well as teaching classes in safety and landscape standards.

Work Experience

- 1992 - Present
Wurzel Landscape Studio City, CA
Senior Manager
- 1988 - 1992
Roberts & Associates City of Commerce, CA
Project Manager

Relationship

Manages all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Manager reports directly to President.

Luis Padilla

Position

Assistant Manager

Summary of Qualifications

Seventeen years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.

Education

- Leads in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements

Work Experience

- 1994 - Present
Wurzel Landscape Studio City, CA
Senior Foreman
- 1992 – 1994
Diego 's Gardeners Canoga Park, CA
Landscape Maintenance Laborer

Relationship

Assists Manager in oversight of all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Asst Manager reports directly to Manager.

Fernando Rodriguez

- Position** Quality Control Supervisor
- Summary of Qualifications** Eighteen years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
- Education**
- Leads in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements
- Work Experience**
- 1991 - Present
Wurzel Landscape Studio City, CA
Quality Control Supervisor
- Relationship** Oversees all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Senior Foreman reports directly to Manager.

Cristobal Hernandez

Position Senior Foreman

Summary of Qualifications Twenty-three years experience in the landscape industry. The last eighteen years have been as a Senior Manager for Wurzel Landscape. Job duties include monitoring of job sites, communication with Project Foremen and Site Supervisors to insure quality performance.

Education

- On-going training including California Landscape Contractor Industry sponsored training conferences. Participation in in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements

Work Experience

- 1991 - Present
Wurzel Landscape Studio City, CA
Senior Foreman
- 1986 - 1999
Hernandez Maintenance San Fernando, CA
Owner

Relationship Works with team to coordinate sites are fully staffed with trained personnel adequately equipped to meet specifications. Meets with upper management to discuss assessments and mentors other team members.

Gildardo Pablo Lugo

Position	Irrigation Specialist
Summary of Qualifications	Twenty two years experience in the landscape industry. Joined Wurzel Landscape as a fully trained irrigator. with full working knowledge of Controllers i.e. Calsense, Eagle, Rainmaster. Studies technical manuals for controllers to keep up to date with the latest technologies of the Irrigation industry. Job duties include repair of irrigation such as main lines, sprinkler valves, sprinkler heads, repair and programming of controllers with water wise methods and materials. Skilled in irrigation system design work to implement optimum coverage and water conservation.
Education	<ul style="list-style-type: none">• Trains teams in water conservation importance and implementation. Answers questions daily from team leaders on irrigation deficiencies to empower employees to perform their task to optimum level.
Work Experience	<ul style="list-style-type: none">• 1998 - Present Wurzel Landscape Studio City, CA Irrigation Specialist• 1987 - 1998t O.K. Landscape Rolling Hills, CA Irrigation Specialist
Relationship	Reports to Managers and Quality Control Supervisor.

Ruben Perez

Position Area Supervisor

Summary of Qualifications Six years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.

Education

- Trains teams as well as teaching classes in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements

Work Experience

- 2003 - Present
Wurzel Landscape Studio City, CA
Area Supervisor

Relationship Supervises and leads landscape maintenance technician team to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.

Avilio Siciliano

Position	Area Supervisor
Summary of Qualifications	Eleven years experience in the landscape industry. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
Education	<ul style="list-style-type: none">• Trains teams as well as mentors subordinates in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements
Work Experience	<ul style="list-style-type: none">• 2007 - Present Wurzel Landscape Studio City, CA Area Supervisor• 1998 - 2007 TruGreen LandCare Studio City, CA Foreman
Relationship	Supervises and leads landscape maintenance technician teams to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.

Juan Villasenor

Position Area Supervisor

Summary of Qualifications Thirteen years experience in the landscape industry. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.

Education

- Trains teams as well as mentors subordinates in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements

Work Experience

- 2007 - Present
Wurzel Landscape Studio City, CA
Area Supervisor
- 1994 - 2007
TruGreen LandCare Studio City, CA
Foreman

Relationship Supervises and leads landscape maintenance technician teams to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.

Work Plan

Scope of Work:

The key personnel of Wurzel Landscape have reviewed the Scope of Work as outlined in detail in West Area 2009 PA026, and intend to perform the services as outlined in the specifications and detailed in the work plan in the following pages. With our four year experience as the current contractor in caring for the sites it would be a seamless transition to the new contract period.

Start-Up Plan:

As our firm is the current contractor for these West Area sites and has provided the exact services at these exact sites for the past four years we would utilize our experienced crew to continue maintenance of these and the two added sites. We would utilize the same successful techniques and procedures we are implementing at the present time. If at any time during the contract term we would need to replace a crew member we would utilize our experienced staff to make the replacement.

The schedules and techniques utilized in the past have allowed us to maintain the sites at the highest level. These sites are well utilized by the public and powerful homeowner associations scrutinize the sites and provide another level of Inspection. We have, during the four year term, had nothing but positive feedback and communication with these homeowner associations. Our firm is a member of the Studio City homeowner association and have first hand knowledge of the high level of maintenance required by the members.

We have successfully dealt with many emergency situations ie. Homeless turning on valves in the middle of the night, and homeless breaking sprinkler heads, mainlines being damaged by public use. Our crews bring this experience to the maintenance of these sites and have first hand knowledge of all the needs these unique sites require.

Transportation to each site shall be by pickup trucks including a utility bed.

Equipment and supplies will be provided from our company inventory which includes vehicles, equipment, tools, fertilizers, chemicals, etc.. Daily logs provide a checklist that employees complete to insure all tools necessary are onboard prior to their exiting the service yard. Any unique tools to that day's tasks will be added to their routine tool inventory and documented.

Crews will be comprised of the in-house experienced landscape technicians and foremen that have been servicing these sites for four years.

All personnel have been and will continue to be fully trained in all aspects of the landscape industry.

Initial Safety training sessions are held on site and Weekly Safety meeting sessions covering various industry, safety, and personal health topics are used in reinforcing the all important safety issues for employees and on site public safety will continue to be accomplished..

Crew Utilization Plan

Utilization of the zone crew scheduling system efficiently results in increased productivity. Each crew member works as a team to accomplish tasks at the highest level.

Our labor pool is experienced in public grounds maintenance of these sites and other like sites. The team is able to perform the work at a high quality level not requiring the slower pace of an apprentice crew that would require more staff and time to learn to accomplish the same tasks.

We will provide services on a zone basis, progressively moving through the site as a team. With the Area Supervisor overseeing the progress, adjustments will be made as site special needs dictate. Team members will be dispatched to give immediate attention to areas that require present action.

Our roving irrigation specialist crew is available 24/7 and will operate on a regular basis monitoring and making necessary adjustments and repairs to ensure the irrigation system is functioning properly. Their work in mentoring crews and training the teams in recognizing and adjusting systems for optimum coverage while implementing water wise schedules is a key to thriving plants and mindful of the ecology of preserving earths precious resource..

With water resources becoming more stringent, water management will be an integral part of our service. Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants and turf as influenced by their exposure to sun, wind shade, and location. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth but ever mindful of water conservation. A water management plan will be implemented and adjusted on an ongoing basis utilizing soil probes to determine water penetration by random testing of the root zones.

Irrigation controllers are monitored and shut down when rain is anticipated in order to conserve water resources. Controllers are restored to operation when soil probe indicates moisture content is at a level that requires water application.

Proposed Staffing Levels:

The sites will be serviced by a core crew of one Site Foreman and one Landscape Technician on Monday through Friday with the following support staff contributing services on an ongoing basis. All positions are available for emergency services seven days a week as a 24 hour response team to answer any critical care call issues that require immediate response..

Position	Days	Hours Available
President	Monday - Sunday	24 hr. availability
Senior Manger	Monday - Sunday	24 hr. availability
Quality Control Manager	Monday - Friday	24 hr availability
Certified Arborist	Monday - Friday	24 hr availability
Project Manager	Monday - Friday	24 hr availability
Site Foreman	Monday - Friday	24 hr availability
Landscape Technicians	Monday - Friday	24 hr availability
Certified Pest Control Adviser	Monday - Friday	As needed

See the detailed work plans and staffing plans which clarify the maintenance schedules for each site.

A State of California certified pest control advisor will be on staff to address all needs in this field and will inspect facilities and offer appropriate recommendations for review and determination.

A State of California certified pest control applicator will be on staff to address all needs in this field

A State of California certified arborist will also be part of the staff which will inspect and offer recommendations as necessary for review and determination

Work Plan

Cabassas Creek @ Hattaras St./Fallbrook Avenue

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 5

- Inspect site for any unsafe conditions and report to David Valdez @DPW Field Office
- Determine any special needs at site
- Proceed to address special needs
- Litter Control
- Natural Pruning back of ground covers, vines, shrubs
- Trimming of plant material, weeding, raking of planted areas.
- Maintain height restriction of 4 foot on shrubs at access areas and roadways
- Certified Arborist to monitor tree health and structure
- Irrigation Specialist inspection of irrigation for water wise mandated compliance
- Collect and remove cigarette butts and other debris from planter areas and site areas.
- Area Supervisor inspection to insure specifications and quality standards are being met
- Quality Control Supervisor meetings on site to review daily log items are accomplished
- Inspect Irrigation to insure system is operating properly for optimum coverage.
- Repair / replace faulty irrigation components.
- Raise up trees and prune low branches for pedestrian and vehicle safe access.
- Clean up of resultant debris insuring walk areas are clear
- Inspect site for Graffiti. Take photo and report to David Valez @ DPW Field Office..

Work Plan

Also Creek @ Wilbur Avenue N/O Lanark Street

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 2

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Also Creek @ San Fernando Mission Road E/O Newcastle

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 5

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

East Canyon Channel on Rinaldi Street W/O I-5

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 5

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Chesebro Creek on Agoua Road S/O Ventura Fwy

Implementation Plan & Work Tasks:

Monday thru Friday: **Foreman & Landscape Tech** **hours: 2**

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Bell Creek @ Owensmouth Avenue

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 1.5

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Los Angeles River @ Ernie's Walk Between Valleyheart - River

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 14

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Los Angeles River @ Laurel Canyon Greenway S/S River

Implementation Plan & Work Tasks:

Monday thru Friday: Foreman & Landscape Tech hours: 9

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Los Angeles River @ Coldwater Canyon Avenue East

Implementation Plan & Work Tasks:

Monday thru Friday: **Foreman & Landscape Tech hours: 5**

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Los Angeles River @ Coldwater Canyon / Valley heart Drive

Implementation Plan & Work Tasks:

Monday thru Friday: **Foreman & Landscape Tech hours: 4**

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Santa Clara Yard

Implementation Plan & Work Tasks:

Monday thru Friday: **Foreman & Landscape Tech hours: 8**

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Procced to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Work Plan

Pacoima Wash

Implementation Plan & Work Tasks:

Monday thru Friday: **Foreman & Landscape Tech hours: 1.5**

Inspect site for any unsafe conditions and report to DPW Field Office

Determine any special needs at site

Proceed to address special needs

Litter Control: remove from all areas

Natural Pruning back of ground covers, ornamental grasses, vines, shrubs

Trimming of plant material, weeding, raking of planted areas.

Maintain height restriction of 4 foot on shrubs at access areas and roadways

Certified Arborist to monitor tree health and structure

Trim trees as needed per Arborist recommendations

Irrigation Specialist inspection of irrigation for water wise mandated compliance

Collect and remove cigarette butts and other debris from planter areas and site areas.

Area Supervisor inspection to insure specifications and quality standards are being met

Quality Control Supervisor meetings on site to review daily log items are accomplished

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Clean up of resultant debris insuring walk areas, driveways and roadways are clear

Inspect site for Graffiti. Take photo and report to DPW Field Office..

Quality Control:

Wurzel Landscape shall provide the labor, materials, and equipment necessary for the provision of the grounds landscape maintenance services as outlined in the specifications. Members of our staff have made a meticulous review of the scope of work for the project in order to fully understand the requirements of work to be accomplished. Utilizing our Daily Field Log form we assure all services are completed on a timely basis. The Quality Control Manager and Area Supervisors inspect and interface with the maintenance team through mentoring and formal inspections. This combined with our experience on this and similar sites enables our firm to perform the outlined services at the highest level.

As we have serviced grounds for over thirty six years we have complete knowledge and experience in the manner these services should be accomplished to enhance the project's prestigious appearance. The premises shall be maintained with nothing but the highest of standards. In all modes of service, our firm shall operate with complete flexibility in working around the project's daily schedule. We shall at all times give first priority to the health, safety and welfare of the public and employees while rendering landscape grounds maintenance services. We are ever mindful of the care which needs to be observed in distinctive areas and have provided quality service while safeguarding unique areas from damages.

Wurzel Landscape has in place a stringent quality control program. Our Quality Control Manager has vast experience in successfully implementing this program and his academic and hands-on knowledge of this industry wholly qualify him to discharge this position. His highest priority is to ensure the work is accomplished to comply fully with specifications, work performed with public and employee safety as highest priority, and interface with crew, entire team and DPW staff to ensure the sites are at their optimum.

Quality control shall be accomplished with the following agenda:

- ◆ We plan to have our Project Manager interface with DPW Field Office Personnel on a regular basis to insure communication is fluent and all needs are addressed in a timely manner. Meetings are scheduled monthly with DPW to review each site and any special tasks they need to have accomplished. Correspondence is by phone, meetings, and email.
- ◆ Continually during the contract term service crews shall be under scrutiny by our Project Manager and Area Foremen who visit the sites and input mentoring advice and direction.
- ◆ Quality Control Manager shall provide additional evaluation and guidance on a regular basis to insure crews are meeting all requirements. Formal inspections are made monthly with informal discussions and visits on a regular interim basis. The form (see attached) is reviewed with on site crew with a later follow-up visit and meeting to ensure all tasks are continued to be completed to highest standards.
- ◆ Senior Manager and/or President shall overview the sites on a regular basis to have first hand knowledge of site conditions and provide an on site interface with crew members.
- ◆ Weekly status meetings are held with the President, Senior Manager, Project Manager, and Quality Control Managers attending to review all aspects of the sites' condition and provide the crew feedback and interaction. Topics include safe use of equipment, safety gear, public safety, all maintenance tasks and procedures.

Quality Control cont'd:

Discussions are held during meetings as well as during site inspections to follow-up on any conditions which need attention and review of service logs is made to insure repetition of items indicated does not occur. Items inspected shall encompass all services as outlined in the specifications as well as discussions of the complex's special needs and safety considerations. When additional work is needed, or deficiencies are found, the following steps are implemented:

- ◆ An entry is made in the service log and a work order is given by the Project Manager to the Quality Control Manager who then meets with the Site Supervisor to review and implement work order requests.
- ◆ Work order is then returned to the Project Manager with respective date and description of duties performed when work is completed appropriately.
- ◆ The daily inspection notes any items that have not been cleared and follow up is commenced to determine what can be done to expedite completion of the required task.
- ◆ Upon receipt of completion notification the Project Manger will follow up with an inspection of the service performed to ensure task has been satisfactorily accomplished.

Utilizing these methods and meeting each site's needs, we intend to maintain the high level relationship with DPW Staff that we now enjoy. Our firm has a history of integrity and strives to provide the best service possible while interfacing with our clients to ensure all their needs are met. We are happy to be a part of caring for these spaces and to ensure the public is able to enjoy the gifts of green spaces that the DPW has afforded them.

Emergency Preparedness Plan:

Telephone contact is available on a twenty four hour basis (800) 303-8653 and all members of our team are primed to handle any and all emergency situations regarding landscape areas. Crews will be dispatched at any hour to respond to and resolve emergency situations.

As our service yard is located in Sun Valley nearby to sites that are serviced, our response will be swift with all employee classes available as back up to designated crew members. All team members are equipped with Sprint radio and cell phone models to allow instant communication to entire staff.

Wurzel Landscape
Daily Field Report

Date:

Site:

<i>Services:</i>	<i>Completed</i>	<i>Comments</i>
------------------	------------------	-----------------

Trash/Debris Collection

Natural Edging

Weeding

Groundcover Maintenance

Trim Ornamental Grasses

Removal of Dead Flowers

Shrub Maintenance

Tree Maintenance

Irrigation Maintenance

Additional or Special Services

Graffiti to Report:

Safety Hazards to Report

Clean-up and removal of resultant maintenance debris

Signature

INSPECTION REPORT

FOLLOW-UP

SCHEDULED

SITE: _____

INSPECTOR: _____

DATE: _____

TIME: _____

Maintain appropriate boundaries around:

- trees
- trees and shrubs (18 in.)
- beds and boundaries (12in.)
- sprinkler heads, valve boxes
meter boxes, etc., (6in.)
away from drip line of shrubs

Remove all weeds from walkways,
driveways, drainage areas,
planted areas, etc.

PERFORMANCE LEVEL		COMMENTS
ACCEPTABLE	UNACCEPTABLE	

()	()	_____
()	()	_____
()	()	_____
()	()	_____
()	()	_____

LITTER CONTROL

Complete litter pick up

No debris within the landscaped area
including, but not limited to,
walkways, sidewalks, between and
around planted area, planters,
drains, catch basins, etc.

Removal of debris from site

()	()	_____
()	()	_____

RAKING

- planted areas
- under trees

Litter and debris are removed from
walkways, sidewalks

Hand held blowers at approved site(s) only

()	()	_____
()	()	_____
()	()	_____
()	()	_____

INSPECTION REPORT
(Continued)

PERFORMANCE LEVEL
ACCEPTABLE UNACCEPTABLE COMMENTS

PRUNING & TRIMMING OF TREES AND HEDGES

Tree clearance is fourteen (14) feet high	()	()	_____
Tree trimmed away from roof, fence or obstacles, and private property	()	()	_____
Overall appearance of trees and shrubs is neat and meets contract standards	()	()	_____
New growth on trees is removed up to appropriate height	()	()	_____
All dead, diseased and unsightly trees and shrubs are removed	()	()	_____
All trees tied/staked per contract	()	()	_____
Tree Pruning minimum every two years	()	()	_____
No vines or runners damaging trees	()	()	_____

WATERING

No standing water	()	()	_____
Adequate moisture provided to landscaped area	()	()	_____
Irrigation system does not cause excessively wet or waterlogged areas	()	()	_____
Contractor operates and maintains irrigation system as follows:			
• cleans and adjusts system equipment	()	()	_____
• repairs all sprinkler heads	()	()	_____
• repairs all risers	()	()	_____
• repairs all swing joints to lateral lines	()	()	_____
• provides all 1/2 inch inlet sprinkler heads, all risers and swing joints due to vandalism, third party negligence, and normal wear	()	()	_____
replacement equipment meets contract standard	()	()	_____

INSPECTION REPORT
(Continued)

	PERFORMANCE LEVEL		
	ACCEPTABLE	UNACCEPTABLE	COMMENTS
GROUND COVER			
Away from roadways	()	()	_____
Away from paved surfaces	()	()	_____
Pruned back natural not sheared	()	()	_____
Runners off fences/trees	()	()	_____
 ORNAMENTAL GRASS			
Trimmed artisan like manner	()	()	_____
Prune from channel	()	()	_____
 SHRUBBERY & VINES			
Access gates aintain max. height 4 feet	()	()	_____
Natural pruning individually	()	()	_____
 IRRIGATION SYSTEM			
Check every visit	()	()	_____
Flush lines every four months	()	()	_____
Replace sprinkler parts as needed	()	()	_____
 PAVED AREAS			
Remove weeds on walkways, drainage areas, driveways & roadways	()	()	_____
 RODENT CONTROL			
Area free of gophers, squirrels and other damaging pests.	()	()	_____
 GENERAL OBSERVATION			

State Of California
CONTRACTORS STATE LICENSE BOARD
 ACTIVE LICENSE



License Number **732831** Entity **CORP**

Business Name **WURZEL LANDSCAPE**

Classification(s) **C27**

Expiration Date **02/28/2011**



dpr DEPARTMENT OF PESTICIDE REGULATION
 LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

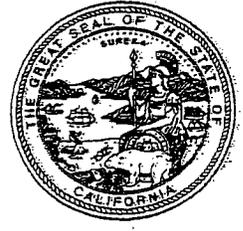
DATE OF ISSUE **01/01/2008** VALID THROUGH **12/31/2009**

QAL **116401** **B**

DORIS A WURZEL
3214 OAKDELL ROAD
STUDIO CITY CA 91604

LICENSE NO.
0396600000

STATE OF CALIFORNIA
 DEPARTMENT OF PESTICIDE REGULATION
 1004 I STREET
 SACRAMENTO, CALIFORNIA 95814
 (916) 445-4038



PEST CONTROL BUSINESS LICENSE
MAIN LOCATION

THIS LICENSE EXPIRES
 December 31, 2009

WURZEL LANDSCAPE
 3214 OAKDELL RD
 STUDIO CITY, CA 91604

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
 THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

County of Los Angeles

No. 9000068

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2009

Name: WURZEL LANDSCAPE 818-762-8653
 (TELEPHONE)

Address: 3214 OAKDELL RD CA 91604
 (STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- | | |
|---|---|
| <input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input type="checkbox"/> (C) Right-of-Way | <input type="checkbox"/> (K) Health Related |
| <input type="checkbox"/> (D) Plant Agriculture | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C) |
| <input type="checkbox"/> (E) Forest | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input type="checkbox"/> (F) Aquatic | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A) |
| <input type="checkbox"/> (G) Regulatory | <input type="checkbox"/> (Q) Maintenance Gardener |
| <input type="checkbox"/> (H) Seed Treatment | |



Agent: DORIS A WURZEL
 State Business License No. 03966-00000

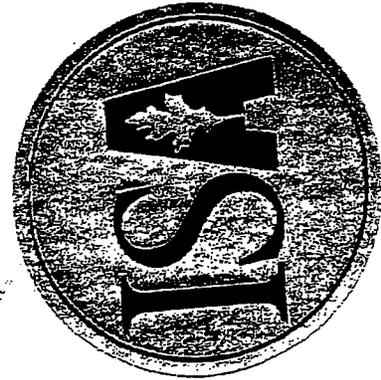
Agricultural Commissioner/Director of Weights and Measures
 County of Los Angeles
 Date: December 2, 2008

Revised PUEa-05 (2-08)

International Society of Arboriculture Certified Arborist

Steven B. Dreiling

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture,
the abobe named is hereby recognized as an ISA Certified Arborist



A handwritten signature in dark ink, appearing to read 'Jim Schiera', is written over a horizontal line.

Jim Schiera, Executive Director
International Society of Arboriculture

WE-6290A	Jan 26, 2002	Jun 30, 2011
Certification Number	Certified Since	Expiration Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2009

PRODUCER 559.650.3555 FAX 559.650.3558
 Landscape Contractors (Lic#0755906)
 Insurance Services, Inc.
 1835 N. Fine Avenue
 Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wurzel Landscape (a Corp)
 3214 Oakde11
 Studio City, CA 91604

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LCPKG0037001	06/06/2009	06/06/2010	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LCPKG0037001	06/06/2009	06/06/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN EA ACC AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
					WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 E: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER
 Los Angeles County Department of Public Works
 Gus Nakhoul
 900 S. Fremont Avenue
 Alhambra, CA 91803

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND YOU~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
 AUTHORIZED REPRESENTATIVE
 Debbie Cerkueira/KIMS
Debbie Cerkueira

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Employees' hours are recorded on individual time sheets.</p> <p>Employees report to the Wurzel Landscape Service yard, then travel in company owned vehicles to the worksites.</p> <p>Employees' shifts start when their vehicle leaves the service yard to travel to the work site.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>As crews leave from the service yard, supervisors record the actual time of departure, the beginning of the shift.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</p>	<p>Employees' work shifts, beginning and ending times, are recorded on individual time sheets.</p> <p>Employees' time sheets are filed in the business office on a weekly basis.</p> <p>Employees' time sheets are maintained daily at the service yard office, then submitted to the business office at the end of the week.</p> <p>Area supervisors document employees' shift times.</p> <p>Business office personnel check the records for accuracy, i.e. all workers on the same crew have the same times, etc.</p> <p>The time sheets are filed in the business office.</p> <p>The time sheets are used as a source document to create payroll.</p>

Wurzel Landscape

L.A. County Dept of Public Works

Week Ending: 9/13/09

Date: 9/7/09

TIME IN

TIME OUT

Hours

Employee Signature

9/7/2009 MONDAY

9/8/2009 TUESDAY

9/9/2009 WEDNESDAY

9/10/2009 THURSDAY

9/11/2009 FRIDAY

9/12/2009 SATURDAY

9/13/2009 SUNDAY

Supervisor's Signature:

Wurzel Landscape

L.A. County Dept of Public Works

Week Ending: 9/13/09

Date: 9/7/09

TIME IN

TIME OUT

Hours

Employee Signature

9/7/2009 MONDAY

9/8/2009 TUESDAY

9/9/2009 WEDNESDAY

9/10/2009 THURSDAY

9/11/2009 FRIDAY

9/12/2009 SATURDAY

9/13/2009 SUNDAY

Supervisor's Signature:

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it? Yes</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>Employees' time sheets are used to create payroll.</p> <p>Area supervisors document employees' shift times and senior manager reviews and signs.</p> <p>Senior manager approves source document.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Area supervisors are responsible for managing break times and meal breaks</p> <p>No.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

6. HOW PAYROLL IS PREPARED

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

Wurzel Landscape's pay period is from Monday through Sunday. Time sheets are submitted to the business office on Monday the following week. Payroll is prepared in the business office based on the information provided on the time sheets. It is the area supervisors responsibility to submit accurate information regarding hours worked.

Wurzel Landscape uses QuickBooksPro 2008 for automated payroll check processing. Payroll checks are issued on Wednesday for the prior week. Business office personnel enter the hours worked for each individual employee from the time sheets, andQuickBooks calculates deductions based on the information provided on the W-4.

If employees work overtime, those hours are included on the check for that week, at the appropriate overtime rate.

See attached sample.

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

WELLS FARGO BANK, N.A.
16-24/1220

WURZEL LANDSCAPE
343 CLYBOURN AVENUE
FURN VALLEY, CA 91352
Tel: (818) 762-8653 Fax: (818) 769-9038

9/9/2009

\$ **619.53

PAY TO THE
ORDER OF

Six Hundred Nineteen and 53/100

DOLLARS

MEMO Pay Period: 08/31/2009 - 09/06/2009

WURZEL LANDSCAPE

SSN [REDACTED] Status (Fed/State)
Married/Married (one income)
Pay Period: 08/31/2009 - 09/06/2009

Allowances/Extra
Fed-3/0/CA-3/0
Pay Date: 09/09/2009

	Qty	Rate	Current	YTD Amount
Earnings and Hours				
Hourly Regular Rate	40:00	13.00	520.00	18,135.00
Overtime Hourly Rate 1	3:00	19.50	58.50	1,443.00
Holiday Pay			0.00	312.00
			578.50	19,890.00
Taxes				
			Current	YTD Amount
Federal Withholding			-7.00	-333.00
Social Security Employee			-35.87	-1,233.18
Medicare Employee			-8.39	-288.41
CA - Withholding			-1.35	-29.66
CA - Disability Employee			-6.36	-218.79
			-58.97	-2,103.04
Adjustments to Net Pay				
			Current	YTD Amount
Employee Loan			100.00	200.00
Net Pay			619.53	17,986.96

Wurzel Landscape

Details on Back. Social Security Features Included

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

7. MANUAL PAYROLL SYSTEM

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

8. AUTOMATED PAYROLL SYSTEM

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Area supervisors submit time sheets to the business office at the end of the work week. Business office personnel input employees' hours into QuickBooks Pro 2008 to generate paychecks. Paychecks are dated and delivered to employees on the Wednesday following the end of each pay period.

Does not apply. Wurzel Landscape employees have only one wage rate.

Does not apply. See above.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
 - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

Travel time is included in the total number of hours worked.

Travel time is paid at employee's regular wage rate - no multiple wage rates.

Does not apply. No Multiple wage rates.

Travel time is included in total hours worked.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

Overtime is paid at 1.5 times employee's regular hourly wage.

Does not apply. No multiple wages.

DATED: 9/8/09

PROPOSER'S SIGNATURE: *Marc L. Long*

VERIFICATION OF PROPOSAL

DATE: Sept 8, , 2009		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Wurzel Landscape		DECLARANT INFORMATION	
3. NAME OF DECLARANT: Marc Wurzel			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Wurzel Landscape, a corporation		Telephone No.: 818-762-8653	
Address: 3214 Oakdell Road Studio City, CA 91604		Fax No.: 818-769-9038	
e-mail: wurlan@aol.com	County WebVen No.: 50314701	IRS No.: 95-4605785	Business License No.: 267536-97
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 3214 Oakdell Road, Studio City, CA 91604		Year incorporated: 1996
	State of incorporation: California		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Marc Wurzel	Title President	Phone 818.762.8653	Fax 818.769-9038
Street 3214 Oakdell Road	City Studio City	State CA	Zip 91604
Name(s) Doris Wurzel	Title Sec/CFO	Phone 818.762.8653	Fax 818-769-9038
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <i>Marc Wurzel</i>			Date: 9/8/09
Type name and title: Marc Wurzel, President			

**REVISED SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE – WEST AREA (2009-PA026)**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE:

Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Frequency</u>	<u>Unit Price Per Acre</u>	<u>Annual Price</u> (Total Acres X Annual Frequency X Unit Price Per Acre)
1.	Tree Trimming and Care, Shrubbery/Vines Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering Irrigation Management, Rodent Control, Monthly Maintenance Reports, etc.				
	a. Calabasas Creek @ Hatteras Street/Fallbrook Avenue	0.37			
	b. Aliso Creek on Wilbur Avenue N/O Lanark Street	0.13			
	c. Aliso Creek on San Fernando Mission Road E/O Newcastle	0.49			
	d. East Canyon Channel on Rinaldi Street W/O I-(5)	0.54			
	e. Cheeseboro Creek on Agoura Road S/O Ventura FWY	0.08			
	f. Los Angeles River at Owensmouth Avenue	0.14			
	g. Los Angeles River Ernie's Walk Between Valleyheart - River	1.20			
	h. Los Angeles River Laurel Canyon Greenway S/S River	1.75			
	i. Los Angeles River from Coldwater Canyon Avenue East	0.69			
	k. Los Angeles River at Coldwater Canyon/Valleyheart Drive	0.04			
	l. Santa Clarita Yard	1.71			
	J. Pacoima Wash	0.01			
	Total Acres	7.15	12	\$ 531,446	\$ 45,598.08

Total Annual Proposed Price for Item No. 1	<u>\$ 45,598.08</u>
---	---------------------

<u>Item</u>	<u>Task Description</u>	<u>Unit</u>	<u>Estimated Number of Units</u>	<u>Unit Price</u>	<u>Annual Proposed Cost</u> (Estimated Number of Units X Unit Price)
2.	As-Needed Items (Only to be performed with Public Works' approval)				
	a. Manual operation of irrigation system past the required 30-day period.	Hour	50	\$ 19.00	\$ 950.00
	b. Irrigation system repairs*	Hour	50	\$ 25.65	\$ 1,282.50
	c. Flat rate for emergency call back to shut off water, turn off irrigation system.	Each	50	\$ 33.25	\$ 1,662.50
	d. Replant Trees, Shrubs, Ground (Submit plant receipts for reimbursement)	Hour	100	\$ 22.80	\$ 2,280.00
Total Annual Proposed Price for Item No. 2					<u>\$ 6,175.00</u>

Total Annual Proposed Price for Item Nos. 1 & 2 Dollars \$1,773.10

LEGAL NAME OF PROPOSER

Wurzel Landscape, a corporation

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL

Mara Wurzel

TITLE OF AUTHORIZED PERSON

President

DATE

11/10/09

STATE CONTRACTOR'S LICENSE NUMBER

732831

LICENSE TYPE

C-27

PROPOSER'S ADDRESS

3214 Oakdell Road
Studio City, CA 91604

PHONE

(818) 762-8653

FAX

(818) 769-9038

E-MAIL

wurzel@aol.com

* For only emergency call out, the Contractor will be paid at the minimum of 4 hours.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Wurzel Landscape			
Company Address: 3214 Oakdell Road		State: CA	Zip Code: 91604
City: Studio City			
Telephone Number: (818) 762-8653			
(Type of Goods or Services): Landscape Maintenance			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Marc Wurzel	Title: President
Signature: 	Date: 9/8/09

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Landscape Maintenance West Area
 SERVICE BY PROPOSER Wurzel Landscape
 PROPOSAL DATE: September 8, 2009

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2004	2005	2006	2007	2008	Total	Current Year to Date
1. Number of contracts.	40	41	40	41	41	203	41
2. Total dollar amount of Contracts (in thousands of dollars).	2494	2513	2184	2487	2631	12246	1961
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	4

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Marc Wurzel
 Name of Proposer or Authorized Agent (print) 9/8/2009
 Signature Date

CONFLICT OF INTEREST CERTIFICATION

I, Marc Wurzel

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) _____

of Wurzel Landscape
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Marc Wurzel

Date 9/8/09

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape Maintenance Services West Area

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES
All contracts with the County during the previous three years must be listed.

SERVICE: Landscape Maintenance	SERVICE DATES: 5/2006 - 5/2010
DEPT/DISTRICT: LA/ISD - Region 6	
CONTACT: Ron Johnson	
TELEPHONE: 323-267-2090	
FAX: 323-881-0132	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 1/2005-12/2008
DEPT/DISTRICT: Dept. of Public Works	
CONTACT: Amr Ahmed	
TELEPHONE: 818-896-0594	
FAX: 818-899-1372	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 1/2001 - 5/2006
DEPT/DISTRICT: LA/ISD	
CONTACT: Ron Johnson	
TELEPHONE: 323-267-2090	
FAX: 323-881-0132	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 9/1996 - 6/2006
DEPT/DISTRICT: Community Development - Ujima	
CONTACT: Diane Snow	
TELEPHONE: 323-260-2183	
FAX: 323-261-6803	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maintenance	SERVICE DATES: 10/2007 - 10/2010
AGENCY/FIRM: City of Santa Clarita/Mt. View	
ADDRESS: 23920 Valencia Blvd. Santa Clarita 91355	
CONTACT: Bryan Smith	
TELEPHONE: 661.510.3666	
FAX: 661-257-6885	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 2/1977 - Present
AGENCY/FIRM: Kaiser Permanente	
ADDRESS: 13652 Cantara St, Panorama City 91402	
CONTACT: Rick Vickers	
TELEPHONE: 818-375-3622	
FAX: 818-375-4139	
E-MAIL: Rick.R.Vickers@kp.org	

SERVICE: Landscape Maintenance	SERVICE DATES: 5/2001-Present
AGENCY/FIRM: City of Downey	
ADDRESS: 12324 Bellflower Blvd, Downey	
CONTACT: Bea Sharp	
TELEPHONE: 562.904-7196	
FAX: 562-869-7365	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 3/2000-Present
AGENCY/FIRM: Autry Museum	
ADDRESS: 4700 Western Heritage Way	
CONTACT: Mike Garcia	
TELEPHONE: 323-667-2000	
FAX: 323-660-5721	
E-MAIL: mgarcia@autrynationalcenter.org	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape Maintenance Services - West Area

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E44AIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Land Maintenance	SERVICE DATES: 8/2008-2010
AGENCY/ FIRM: City of Santa Clarita Stone Crest	
ADDRESS: 23920 Valencia Blvd. Santa Clarita, CA 91355	
CONTACT: Bryan Smith	
TELEPHONE: (661) 510-3666	
FAX: (661) 257-6885	
E-MAIL:	

SERVICE: Land Maintenance	SERVICE DATES: 2/1997 - Present
AGENCY/ FIRM: Kaiser Permanente Woodland Hills	
ADDRESS: 5601 DeSoto Ave. Woodland Hills, CA 91365	
CONTACT: Robert Swan	
TELEPHONE: (818) 719-4090	
FAX: (818) 719-2126	
E-MAIL: robert.e.swan@kp.org	

SERVICE: Land Maintenance	SERVICE DATES: 7/2000-Present
AGENCY/ FIRM: City of Burbank	
ADDRESS: P.O. Box 6459 Burbank, 91505	
CONTACT: Jerry Shay	
TELEPHONE: (818) 238-3888	
FAX: (818) 238-3889	
E-MAIL:	

SERVICE: Land Maintenance	SERVICE DATES: 2/2003-Present
AGENCY/ FIRM: Burbank-Glendale-Pasadena Airport	
ADDRESS: 7901 San Fernando Road Sun Valley 91352	
CONTACT: Ron Mason	
TELEPHONE: (818) 729-2243	
FAK: (818) 768-9590	
E-MAIL: rmason@bur.org	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape Maintenance Services - West Area

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E44AIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Land Maintenance	SERVICE DATES: 4/2008-Present
AGENCY/ FIRM: L.A. Live	
ADDRESS: 800 W. Olympic Blvd #305 LA 90015	
CONTACT: Jim Madsen	
TELEPHONE: (213) 763-5444	
FAX: (213) 763-5443	
E-MAIL: jmadsen@aegworldwide.com	

SERVICE: Land Maintenance	SERVICE DATES: 2/2007-Present
AGENCY/ FIRM: City of Downey SEACCA	
ADDRESS: 9777 Seacca Street Downey, CA 90241	
CONTACT: Dan Morrison	
TELEPHONE: (562) 803-3301 x223	
FAX: (562) 803-3676	
E-MAIL:	

SERVICE: Land Maintenance	SERVICE DATES: 9/2005-Present
AGENCY/ FIRM: Staples Center	
ADDRESS: 1111 So. Figueroa St. L.A. 90015	
CONTACT: Sam Kropp	
TELEPHONE: (213) 742-7262	
FAX: (213) 742-7283	
E-MAIL: skropp@aegworldwide.com	

SERVICE: Land Maintenance	SERVICE DATES: 3/2006-Present
AGENCY/ FIRM: Southwest Museum	
ADDRESS: 234 Museum Drive Los Angeles, CA 90065	
CONTACT: Pam Hanna	
TELEPHONE: (323) 221-2164x230	
FAK: (323) 660-5721	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Wurzel Landscape
Address	3214 Oakdell Road Studio City, CA 91604
Internal Revenue Service Employer Identification Number	95-4605785

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Proposer	Marc Wurzel	
Authorized representative		
Signature		Date 9/8/09

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Wurzel Landscape
My County (WebVen) Vendor Number: 50314701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

- As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 65

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			8		54	
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino				1		
White	1	1				

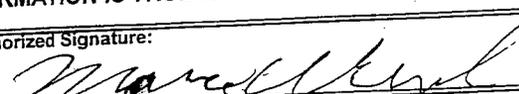
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:  Title: President Date: 9/8/09



**COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

May 12, 2009

MARC WURZEL
WURZEL LANDSCAPE
3214 OAKDELL RD.
STUDIO CITY, CA 916044221

Vendor #: 50314701

Dear MARC WURZEL:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until February 28, 2010 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

GAIN and GROW EMPLOYMENT COMMITMENT

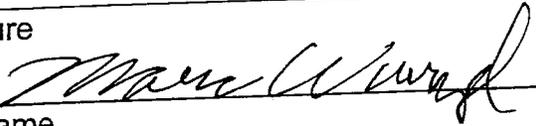
The undersigned:

- has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Wurzel Landscape	Date 9/8/09

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the **factual reasons** for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

NOT APPLICABLE

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____ _____ _____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Wurzel Landscape

Company Name

3214 Oakdell Road Studio City, CA 91604

Address

95-4605785

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

(X)

Marc Wurzel
Signature

9/8/09
Date

Marc Wurzel, President
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Wurzel Landscape		
COMPANY ADDRESS: 3214 Oakdell Road		
CITY: Studio City	STATE: CA	ZIP CODE: 91604

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Marc Wurzel	TITLE: President
SIGNATURE: 	DATE: 9/8/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Wurzel Landscape

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: 9/8/09

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Wurzel Landscape

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: *Mara Wurzel* Date: 9/8/09

STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE MAINTENANCE SERVICES - WEST AREA (2009-PA026)

PROPOSER'S NAME: Wurzel Landscape
 ADDRESS: 3214 Oakdell Road Studio City, CA 91604
 TELEPHONE: (818) 762-8653

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON OPERATIONAL	LOCATION
Edgers	Honda	4 hp	2008		Good	Operational	Sun Valley Yard
Mowers	Toro	21"	2008		Good	Operational	Sun Valley Yard
Blowers	Astron	Backpack	2008-PA039		Good	Operational	Sun Valley Yard
Brushcutters	Astron		2009		Good	Operational	Sun Valley Yard
Interstaler	Ford	Mott	1999		Good	Operational	Sun Valley Yard
Sprayer		200 gal.	2003		Good	Operational	Sun Valley Yard
Trailer	Zieman	Z24	2000		Good	Operational	Sun Valley Yard
Mowers	Bunton	32"	2007		Good	Operational	Sun Valley Yard
Sprayer		50 gal.	2007		Good	Operational	Sun Valley Yard
Sprayers	Astron	Backpack	2009		Good	Operational	Sun Valley Yard
Tractor	Ford	545	1999	D5354C	Good	Operational	Sun Valley Yard
Seeder	Lily	PTO	1998		Good	Operational	Sun Valley Yard
Hammer Knife	Vrisimo	82	1992		Good	Operational	Sun Valley Yard
Water truck	International	1500 gal	1998		Good	Operational	Sun Valley Yard
Pressure Washer	Honda	7000 PSI	2000		Good	Operational	Sun Valley Yard
Arrow Board			2004		Good	Operational	Sun Valley Yard
Wire Tracer Unit	Dig		2006		Good	Operational	Sun Valley Yard

STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE MAINTENANCE SERVICES - WEST AREA (2009-PA026)

PROPOSER'S NAME: Wurzel Landscape
 ADDRESS: 3214 Oakdell Road Studio City, CA 91604
 TELEPHONE: (818) 762-8653

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON OPERATIONAL	LOCATION
Ladders	Extension		2007		Good	Operational	Sun Valley Yard
Face Shields	Toro	21"	2008		Good	Operational	Sun Valley Yard
Ear Protection	Astron	Backpack	2008-PA039		Good	Operational	Sun Valley Yard
Goggles			2009		Good	Operational	Sun Valley Yard
Dust Masks			2009		Good	Operational	Sun Valley Yard
Safety Vests			2009		Good	Operational	Sun Valley Yard
Leather Gloves			2009		Good	Operational	Sun Valley Yard
Chain Saws	Husquevarna	Rancher	2009		Good	Operational	Sun Valley Yard
Hedge trimmers	Astron	H23	2009		Good	Operational	Sun Valley Yard
Manual Saws			2009		Good	Operational	Sun Valley Yard
Hoe			2009		Good	Operational	Sun Valley Yard
Hose			2009		Good	Operational	Sun Valley Yard
Rake			2009		Good	Operational	Sun Valley Yard
Shovels			2009		Good	Operational	Sun Valley Yard
Tarps			2009		Good	Operational	Sun Valley Yard
Cameras			2009		Good	Operational	Sun Valley Yard

LANDSCAPE MAINTENANCE SERVICES - WEST AREA (2009-PA026)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

WURZEL LANDSCAPE

Proposer's Name

3214 Oakdell Road Studio City, CA 91604

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Marc Wurzel

Proposer's Printed Name



Proposer's Signature

9/8/09

Date

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:		Contract Number (if any):	
Contract Dollar Amount:			

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

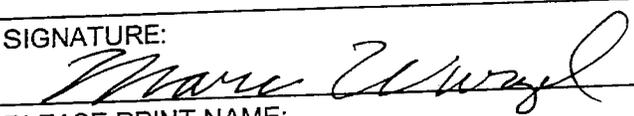
Monthly

Quarterly

Bi-Annual

Annually

Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: <u>Wurzel Landscape</u>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: <u>9/8/09</u>
PLEASE PRINT NAME: <u>Marc Wurzel</u>	TITLE OR POSITION: <u>President</u>

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

[X] I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

[X] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR

[] The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

[X] There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

[] There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

[X] The Firm HAS NOT been debarred by any public entity during the past ten years; OR

[] The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Marc Wurzel
Owner's/Agent's Authorized Signature

Marc Wurzel President
Print Name and Title

Wurzel Landscape
Print Name of Firm

9/8/09
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	<p>Proposer Fully Disclosed</p>	<p>Proposer <i>Did Not</i> Fully Disclose</p>
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7% Consider investigating a finding of proposer non-responsibility**</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Wurzel Landscape

Name of Proposer's Health Plan: NONE

Date: 9/8/09

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ___ days of employment.
- Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Employees' hours are recorded on individual time sheets.</p> <p>Employees report to the Wurzel Landscape Service yard, then travel in company owned vehicles to the worksites.</p> <p>Employees' shifts start when their vehicle leaves the service yard to travel to the work site.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>As crews leave from the service yard, supervisors record the actual time of departure, the beginning of the shift.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</p>	<p>Employees' work shifts, beginning and ending times, are recorded on individual time sheets.</p> <p>Employees' time sheets are filed in the business office on a weekly basis.</p> <p>Employees' time sheets are maintained daily at the service yard office, then submitted to the business office at the end of the week.</p> <p>Area supervisors document employees' shift times.</p> <p>Business office personnel check the records for accuracy, i.e. all workers on the same crew have the same times, etc.</p> <p>The time sheets are filed in the business office.</p> <p>The time sheets are used as a source document to create payroll.</p>

Wurzel Landscape

L.A. County Dept of Public Works

Week Ending: 9/13/09

Date: 9/7/09		TIME IN	TIME OUT	Hours	Employee Signature
9/7/2009	MONDAY				
9/8/2009	TUESDAY				
9/9/2009	WEDNESDAY				
9/10/2009	THURSDAY				
9/11/2009	FRIDAY				
9/12/2009	SATURDAY				
9/13/2009	SUNDAY				
					Supervisor's Signature:

Wurzel Landscape

L.A. County Dept of Public Works

Week Ending: 9/13/09

Date: 9/7/09		TIME IN	TIME OUT	Hours	Employee Signature
9/7/2009	MONDAY				
9/8/2009	TUESDAY				
9/9/2009	WEDNESDAY				
9/10/2009	THURSDAY				
9/11/2009	FRIDAY				
9/12/2009	SATURDAY				
9/13/2009	SUNDAY				
					Supervisor's Signature:

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it? Yes
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

Employees' time sheets are used to create payroll.

Area supervisors document employees' shift times and senior manager reviews and signs.

Senior manager approves source document.

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

Area supervisors are responsible for managing break times and meal breaks

No.

QUESTION

6. HOW PAYROLL IS PREPARED

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

Wurzel Landscape's pay period is from Monday through Sunday. Time sheets are submitted to the business office on Monday the following week. Payroll is prepared in the business office based on the information provided on the time sheets. It is the area supervisors responsibility to submit accurate information regarding hours worked.

Wurzel Landscape uses QuickBooksPro 2008 for automated payroll check processing. Payroll checks are issued on Wednesday for the prior week. Business office personnel enter the hours worked for each individual employee from the time sheets, and QuickBooks calculates deductions based on the information provided on the W-4.

If employees work overtime, those hours are included on the check for that week, at the appropriate overtime rate.

See attached sample.

WURZEL LANDSCAPE
 343 CLYBOURN AVENUE
 UN VALLEY, CA 91352
 tel: (818) 762-8653 Fax: (818) 769-9038

WELLS FARGO BANK, N.A.
 16-24/1220

9/9/2009

\$ 619.53

PAY TO THE ORDER OF

Six Hundred Nineteen and 53/100

DOLLARS

MEMO Pay Period: 08/31/2009 - 09/06/2009

WURZEL LANDSCAPE

SSN XXXXXXXXXX Status (Fed/State) Married/Married (one income)
 Allowances/Extra Fed-3/0/CA-3/0
 Pay Period: 08/31/2009 - 09/06/2009 Pay Date: 09/09/2009

	Qty	Rate	Current	YTD Amount
Earnings and Hours				
Hourly Regular Rate	40:00	13.00	520.00	18,135.00
Overtime Hourly Rate 1	3:00	19.50	58.50	1,443.00
Holiday Pay			0.00	312.00
			578.50	19,890.00
Taxes				
			Current	YTD Amount
Federal Withholding			-7.00	-333.00
Social Security Employee			-35.87	-1,233.18
Medicare Employee			-8.39	-288.41
CA - Withholding			-1.35	-29.66
CA - Disability Employee			-6.36	-218.79
			-58.97	-2,103.04
Adjustments to Net Pay				
			Current	YTD Amount
Employee Loan			100.00	200.00
Net Pay			619.53	17,986.96

Wurzel Landscape

Details on Back

Security Features Included

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

7. MANUAL PAYROLL SYSTEM

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

8. AUTOMATED PAYROLL SYSTEM

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Area supervisors submit time sheets to the business office at the end of the work week. Business office personnel input employees' hours into QuickBooks Pro 2008 to generate paychecks. Paychecks are dated and delivered to employees on the Wednesday following the end of each pay period.

Does not apply. Wurzel Landscape employees have only one wage rate.

Does not apply. See above.

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
 - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

Travel time is included in the total number of hours worked.

Travel time is paid at employee's regular wage rate - no multiple wage rates.

Does not apply. No Multiple wage rates.

Travel time is included in total hours worked.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

Overtime is paid at 1.5 times employee's regular hourly wage.

Does not apply. No multiple wages.

DATED: 9/8/09

PROPOSER'S SIGNATURE:

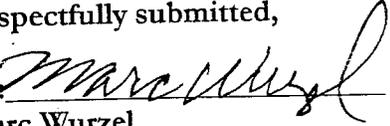
Marc Ludwig

WURZEL LANDSCAPE

NO ADDITIONAL DATA

Wurzel Landcape is submitting no additional data as a part of this proposal.

Respectfully submitted,

By: 
Marc Wurzel
President

Date: 9/8/09

3214 OAKDELL ROAD
STUDIO CITY, CA 91604-4221
TEL: (818) 762-8653
FAX: (818) 769-9038
WURLAN@AOL.COM
LIC. 732831